2376.

SUPREME COURT OF THE UNITED STATES.

No. 105.

JOSIAH S. STAFFORD AND JEANNETTA KIRKLAND,
his Wife, App'lts,

vs.

THE ~~CANAL AND BANKING COMPANY OF NEW ORLEANS~~ New Orleans Canal & Banking Company.

APPEAL FROM THE DISTRICT COURT U. S. FOR THE DISTRICT OF TEXAS.

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THE UNITED STATES OF AMERICA,
District of Texas, to wit:

At a special term of the District Court of the United States, having and exercising the powers and jurisdiction of a Circuit Court of the same, for the District of Texas, appointed by the Honorable John C. Watrous, Judge of the said Court, held at the City of Galveston, on the first Monday of January, in the year of our Lord one thousand eight hundred and fifty-four; present, the Honorable John C. Watrous, Judge of said Court, Benjamin McCulloch, Esquire, Marshal, and James Love, Clerk—

Among other were the following proceedings, to wit:—

THE NEW ORLEANS CANAL AND BANKING COMPANY
against
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.

In Chancery—No. 28.

Be it remembered, that after the decree dismissing the bill of complain with cost against the complainant in this cause, having heretofore been rendered, and *and* an appeal therefrom taken by the said complainants, Robert Hughes, Esquire, their solicitor, on the tenth day of January, in the year of our Lord one thousand eight hundred and fifty-two, filed the following motion in the Court here, to wit:—

Motion.

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

Dictrict Court, January Term, 1852.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery—No. 18.

The defendants by their solicitor move the Court to direct James Love to deliver to Peter MacGreal, the Receiver in this cause, all the negro slaves in his hands, or possession, or under his control, which are in litigation in this cause; the said James Love having failed to file in the Clerk's Office of this Court, on or before the 25th day of December, 1851, such and so many bonds as were required

by the agreement between the parties by their attorneys in the part of the foregoing named suits, under date of the 28th day of December, 1849, and said defendants, by their solicitor, insist that the bonds found amongst the papers herein and pretended to be filed, are in no sense a compliance with the terms of said agreement, because—

1*st.* The endorsement of the filing thereon is not signed by the Clerk of this Court, or any one for him.

2*d.* Though both of said bonds by the endorsements thereon, purport to have been filed on the 3d day of October, 1851, they could not have been filed on that day, because one of them is dated on the twenty-fifth day of October, 1851.

3*d.* The said bonds, which are pretended to be filed in pursuance of the agreement aforesaid, are not, and were not, before the time of the pretended filing thereof, or since, approved by the Judge of this Court, either in term time or vacation; nor is there, nor was there, at, or before, or after filing said bonds, any agreement by the parties to the agreement aforesaid, as to the sufficiency of said bonds.

4*th.* The bond which is pretended to have been filed, which is in the penalty of fifty thousand dollars, is imperfect and incomplete, being in blank as to date, and in several of the recitals contained in the condition annexed to said bond.

5*th.* From said bond without the resort to parole testimony it cannot be ascertained which, or how many of the negro slaves in these causes in contest are or were in the possession of the said James Love.

6*th.* And the said bond is in other respects defective, informal, and insufficient.

ROB. HUGHES,
for Defendants.

January 9th, 1852.

And afterwards, to wit: on the fifteenth day of January, in the year of our Lord one thousand eight hundred and fifty-two, the Court here made the following order, to wit:—

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife,
and
THE CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.
} In Chancery.

Upon the motion of the defendants by their counsel, it is ordered that Peter MacGreal, the Receiver in these causes, do forthwith proceed to collect, by suit or otherwise, as may be necessary, all and every sum and sums of money due and owing by any and every

2977.

person and persons whatever, to him as such Receiver, on note, bond, or otherwise; and that the Clerk of this Court deliver to said MacGreal all the bonds or notes filed by him in this Court, first taking certified copies thereof, and filing with the papers in this cause.

And afterwards, to wit: on the day and year last aforesaid, Peter MacGreal, Esquire, the Receiver in these causes, filed his report, which is in the words and of the tenor following, to wit:—

Report of Receiver.

IN THE UNITED STATES DISTRICT COURT,
for the District of Texas, at Galveston:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,

and

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

To the Honorable John C. Watrous, Judge of the United States District Court for the District of Texas.

The petition of Peter MacGreal, Receiver in the above entitled causes, respectfully represents, that the bond of James Love and R. J. Townes, dated the 1st day of January, A. D. 1850, payable to your petitioner as said Receiver, for the sum of four thousand dollars, due the 1st day of January, A. D. 1851, remains due and unpaid, and that the same is forfeited; that the bond of James Love and H. B. Martin, dated the day first aforesaid, payable to your petitioner as said Receiver, for the sum of four thousand dollars, and due the first of January, 1851, remains due and unpaid, and the same is forfeited; and that the bond of James Love and William Sharp, dated the 10th day of December 1850, payable to your petitioner as said Receiver, and due the first day of January, 1852, for the sum of eight thousand dollars, remains due and unpaid, and the said bond is forfeited.

That said bonds were given for the hire of the negro slaves in controversy in said causes, for the year 1850 and 1851, respectively, and your petitioner refers to the said bonds here in Court on file as a part hereof.

He further represents that he has been notified by the counsel of the defendants, that he would be held liable for the said sums, so due by the said bonds for the hire of said slaves; and that he has delayed until this period, the report of the forfeiture and non-payment of said bonds, under the belief that the said hiring would be paid, or that steps to enforce the payment thereof would be taken by the counsel and solicitors of the parties to said causes.

He further represents, that no bond or bonds for the hire of said

negro slaves, or for the safe keeping of said slaves for the year 1852, have ever been given or offered to your petitioner for approval or rejection.

He further represents, that James Love, the principal in said forfeited bonds, is the Clerk of this honorable Court, and the Master in Chancery, to whom by the former orders of this Court it is the duty of your petitioner to make his reports, and to obtain a settlement of his accounts in said causes. That he deems the said James Love disqualified by reason of his said interest, and prays that a Master in Chancery *pro hac vice* be appointed by the Court, in accordance with the LXXXII Rule of the Supreme Court of the United States for the government of the Circuit Courts.

Your petitioner prays that an order of this Court be made, directing that suits be brought for the recovery of the several sums due by the obligors upon said bonds, and upon all other bonds due by the several hirers of the negro slaves in controversy in said causes.

He prays the advice of this honorable Court in the premises, and that said obligors be ordered to pay said sums, with interest, within ten days, or that judgments be entered up against the obligors on said bonds respectively, for the sums due thereon, and for interest and costs, or that such proceedings be had as will relieve your petitioner from liability touching the premises. And as in duty bound he will ever pray, &c.

PETER MACGREAL,

January 14*th*, 1852. *Receiver.*

"The words commencing 'your petitioner,' on the 14th line, and ending with 'said causes,' at the end of the paragraph, were pasted on a separate piece of paper."

And afterwards, to wit: on the same day and year, James Love, Esquire, Master in Chancery in these causes, filed the following affidavit in answer to the motion of defendants:—

(*Affidavit.*)

DISTRICT COURT OF THE UNITED STATES,
District of Texas:

UNION BANK OF LOUISIANA
vs.
STAFFORD AND WIFE,
and
CANAL BANK
vs.
STAFFORD AND WIFE.

In answer to the motion by the defendants in the above cause, now comes James Love, and, reserving to himself all right of exception to the motion and proceeding herein, and expressly denying the legality

of this proceeding, and the jurisdiction of the Court herein, and reserving all manner of objection to the same, on oath says :—

That the bonds executed in this cause for the forthcoming of said slaves, and for the payment of hire therefor, for the last year, 1851, with Wm. Sharp as surety, were accepted by the parties, complainants and defendants, as a sufficient bond; that this affiant filed in the office of this Court similar bonds, with the same security, which affiant had every reason to believe was a sufficient security, and would be acceptable to the parties, and approved by the Court; that said Sharp is a good surety, and responsible for the am't of said bonds, and would have made affidavit to the same had he been required to do so; and affiant is able to prove in a proper issue, the sufficiency of said surety; that the failure to mark the said bonds filed, and to sign the same, was not known to affiant, who fully believed they were legally filed by John S. Jones, Esq., his deputy, as was the intention of affiant; that affiant now requests that the endorsement of the filing be signed by the Clerk, and that the filing be properly amended, and done under the order of the Court; affiant says that said bonds have been among the records of this cause since about October, during all of which time affiant has believed the same valid and sufficient, and has had no reason to suppose either of them was not; that affiant would at any time have procured in legal and proper manner, any amendment to said bond, or any additional security which might have been required.

That although affiant insists on the sufficiency of said security, yet he is perfectly willing, and now offers to furnish additional obligors in said bonds which shall be sufficient and approved by the Court, said obligors to consent in the record that said bonds shall have full effect on or before the 25th of December last.

Affiant further says that he requested John S. Jones, Deputy Clerk, to fill up the blanks in said bonds (except as to the number of deaths) previously to being signed by said Sharp; and affiant fully believed that said blanks had been filled up, and that the bonds now executed for the ensuing year, were identically the same, except as to change of dates, with the bonds executed for last year, which were prepared by the counsel of the Union Bank, and accepted by the parties.

That affiant has been compelled to be absent on indispensable business for several months past, during which the business of the Clerk's office has been in charge of his deputy, and affiant believed said bonds perfect in substance and form.

That the Judge of this Court was absent from Galveston for several months from and before the 26th day of December last, and until about the 1st of January; that it was not possible for affiant to present the bonds for approval by the Judge, and affiant says that had the Judge been here, said bonds would have been approved by the Court, or would have been corrected in all particulars, and security given, which would have been approved by the Court.

Affiant now offers, at such time as may be fixed by the Court, to

offer for its approval such bonds, with security, as will be approved by the Court, which shall have effect on or before the 25th of Dec'r last, by the consent of parties on the record.

Affiant further says that he was induced to agree to take said slaves upon the agreement contained in this cause by the special request of Mr. Stafford; that the papers were all prepared by Col. Allen; that affiant was led to believe that the agreement was in good faith, and was in every respect satisfactory to the parties, complainant and defendants.

That affiant has acted in perfect good faith, and with the intention to carry out the agreement fully, in every respect; that one of the inducements to affiant to accept the possession and control of said slaves, was the importunities of said Stafford, and the apparent desire of all the parties that they should be placed in his possession during the pendency of said suit.

Affiant further says, that not doubting but that all the parties were acting in good faith in this matter, and that he would be permitted without hindrance to have the possession of said slaves until the final termination of said suit, which affiant believed would be several years, he has incurred great expense in preparing his plantation for the employment of said slaves; that he has now pitched his crop, and made his arrangements, with a view to the use of said slaves for the present year, and to be now deprived of their use and labor would work very great loss and injury to affiant, and cause almost utter ruin; affiant further says, that hitherto said slaves, or their labor, have been of but little benefit to affiant, but that he has made, as he believes, such arrangements as will enable him to get some return from their labor during the present year, for the great expense and costs incurred in preparing for their employment.

Affiant states that he has been confined to his bed and unable to rise for about twelve days past; that he has been unable to examine the papers, or to consult fully with counsel, and that his objections to said motion are very imperfectly expressed.

That affiant again offers to do anything which the Court may deem proper to secure his obligations for said slaves, but protests, that to take the same from him under the circumstances, will be illegal and oppressive.

JAMES LOVE.

Subscribed and sworn to before me, this 15th day of Jan'y, A. D. 1852.

A. M. HUGHES,
Comm'r.

And afterwards, to wit: on the sixteenth day of January of the same year, the Court here made the following order, to wit:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife,
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.
In Chancery.

On this day came the parties aforesaid, by their counsel, and thereupon the motion of the defendants, by counsel, to direct James Love to deliver to the Receiver the slaves in his possession, under a contract of hiring, which are in contest in this cause, came on and was heard—and thereupon said James Love entered his appearance herein, and was heard upon said motion. Upon consideration whereof, because it appears to the Court that said James Love had in good faith made his election under the agreement of the parties filed in this cause, on or before the 25th day of December, A. D. 1851, to retain in his possession for the year 1852, by nature of the agreement of the parties aforesaid, but by accident had failed to execute said bonds as required by said agreement of the parties aforesaid, when attempting to execute and file the same. And thereupon the Court ordered that said James Love do now execute and file said bonds, with the security required: and that said bond, to be in the penalty of fifty thousand dollars, shall contain the agreement that the same stand in the room and stead of a bond which should have been executed, with a like penalty, on or before the twenty-fifth day of December, A. D. 1851. Whereupon said James Love came into open Court, and executed said bond in the penalty of fifty thousand dollars, as required by this order, in accordance with the agreement of the parties aforesaid, with John B. Jones, Wm. R. Smith, E. M. Bates, Joseph Bates, John B. Bates and Henry B. Martin, as his sureties, and another bond for the payment of the hire of said slaves, in the penalty of eight thousand dollars, with Joseph Bates, E. M. Bates and John B. Bates and Henry B. Martin as his sureties; which bonds were approved as sufficient by the parties, by their counsel, and were ordered to be filed as a performance of everything in their behalf required of said Love to be done and performed.

And now it is ordered that the motion of said defendant, by his counsel, be discharged. Upon motion of the parties, by their counsel, and with their consent, it is ordered that Mark M. Potter, Esquire, be and is hereby substituted in the room and stead of James Love, and in his place appointed a Master in Chancery, to examine and report the accounts of the Receiver herein.

And afterwards, on the sixth day of June, in the year of our Lord one thousand eight hundred and fifty-three, M. M. Potter, Esq., the

special Master in Chancery in this cause, by appointment, filed his report, which was of the words and tenor following, to wit:—

Report of Master.

UNITED STATES DISTRICT COURT,
District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

Proceedings before Master on Receiver's account.

THURSDAY, *July* 22*nd*, 1852.

The hearing on the Receiver's account in the above matter is, by agreement of the parties, adjourned and continued until the 1st day of September, 1852.

M. M. POTTER,
Master.

WEDNESDAY, *September* 1*st*, 1852.

None of the parties appearing, either in person or by attorney, the hearing on the Reciever's account in the above matter is adjourned and continued until further notice.

M. M. POTTER,
Master.

FRIDAY, *May* 27*th*, 1853.

The hearing on the Receiver's account in the above matter commenced, and, not being able to conclude the examination, the same is continued until to-morrow morning, at 10 o'clock A. M.

M. M. POTTER,
Master.

SATURDAY, *May* 28*th*, 1853.

The hearing on the Receiver's account in the above matter continued, and, not being concluded, the same is continued until Monday morning next, at 10 o'clock A. M.

M. M. POTTER,
Master.

MONDAY, *May* 30*th*, 1853.

The hearing on the Receiver's account in the above matter con-

tinued, and, not being concluded, the same is continued until to-morrow morning, at ten o'clock A. M.

M. M. POTTER,
Master.

TUESDAY, *May* 31*st*, 1853.

The hearing on the Receiver's account in the above matter continued, and, not being concluded, the same is continued until to-morrow, at 10 o'clock A. M.

M. M. POTTER,
Master.

WEDNESDAY, *June* 1*st*, 1853.

The hearing on the Receiver's account in the above matter is continued, and, not being concluded, the same is continued until to-morrow morning, at 10 o'clock A. M.

M. M. POTTER,
Master.

THURSDAY, *June* 2*d*, 1853.

The hearing on the Receiver's account in the foregoing matter continued, and, not being concluded, the same is continued until to-morrow morning, at 10 o'clock A. M.

M. M. POTTER,
Master.

FRIDAY, *June* 3*d*, 1853.

The hearing on the Receiver's account in the foregoing matter continued, and, not being concluded, the same is continued until to-morrow morning, at 10 o'clock A. M.

M. M. POTTER,
Master.

SATURDAY, *June* 4*th*, 1853.

The hearing on the Receiver's account in the foregoing matter continued, and, not being concluded, the same is continued until Monday morning next, at 10 o'clock A. M.

M. M. POTTER,
Master.

MONDAY, *June* 6*th*, 1853.

And now having examined the accounts of the Receiver, as presented to me, and having heard and examined such evidence as the parties in interest have thought proper to produce, I beg leave to report the result of my examination, as follows :—

PETER MCGREAL, Receiver, &c.,	CR.
By services in hiring out negroes, in January, 1849. Travelling expenses to and from Galveston, and expense of advertising negroes for hire . .	$500 00
" expenses of guarding and feeding negroes, and firewood, and house rent for same, in January, 1849 .	50 00
" paid Dr. R. H. Chiver's bill for examination, attendance and cure negroes (as per voucher No. 4) .	177 00
" paid Dr. E. Stephen's bill for visit and med. for negro boy (as per voucher No. 5) . . .	5 00
" paid Dr. M. Ransom's bill for visit, &c., for negro man, (as per voucher No. 11) . . .	8 50
" paid assessor and collector of Brazoria County for taxes for years 1848 and 1849 (voucher No. 6) .	165 90
" paid W. S. Spencer, Deputy Marshal, for *for* seizing five negroes, and expenses attending same, and for guarding negroes—(See his deposition, and voucher No. 7)	234 75
Amount forward . . .	$1,141 15
Am't bro't forward . . .	$1,141 15
" paid for shoes, clothes, and hats for negroes (as per deposition of W. S. Spencer) . . .	24 00
" paid M. B. Williamson for drawing bonds for hiring negroes, &c.	30 00
" paid Mrs. Ruel for nursing negroes (as per voucher No. 12)	2 00
" expenses to Houston and back, and services in receiving and hiring out ten negroes, and taking bonds .	50 00
" for services as Receiver, including travelling expenses, &c., for the years 1850 and 1851—(See Depositions of W. S. Spencer and others)—at $500 per annum .	1,000 00
Am't allowed	$2,247 15

The item of $546 for medical bill of Dr. Turner was not allowed as a proper charge, as it was shown that the services were rendered under an agreement with the defendant, J. S. Stafford (as per his testimony herewith presented).

The item for Dr. R. H. Hanna's medical bill was also rejected, as I conceived, from the terms on which the slaves were hired to Col. James Love, that he alone was liable for medical services, in attending upon them.

The item of $150 per Receiver's " expenses and services about the slaves, in December, 1849, and January, 1850," was not sustained by any proof before me, and not allowed.

The item of $500 for services as Receiver, &c. in 1849, not al-

lowed, as the Receiver was allowed $550 for hiring the slaves, and expenses, &c. for that year.

There was no proof introduced before me in relation to the items for commissions on claims in suits, and I have not taken them into consideration.

The Receiver's account shows the receipt by him of .	$5,553 83
From which deduct the amount of his account as allowed	2,247 15
Am't due by Receiver	$3,306 68

M. M. POTTER,
Marshal

June 6th, 1853.

The following vouchers and other documents were filed with the foregoing report of the Master, and are referred to therein, to wit:

THE UNION BANK OF LOUISIANA
against
J. S. STAFFORD AND WIFE,

and

THE NEW ORLEANS CANAL AND BANKING CO.
against
J. S. STAFFORD AND WIFE.

In Chancery in the United States District Court, District of Texas.

Mandate from Supreme Court.

The complainants and defendants, their solicitors and agents, will please to take notice, that on the 19th day of July, A. D. 1852, at my office in the city and county of Galveston, at 10 o'clock A. M., I shall proceed in reference to the Receiver's accounts in these causes, and I shall examine and report thereon without delay; at which time and place you will please to be present, if you deem proper.

Respectfully, &c.,
M. M. POTTER,
Master in Chancery.

GALVESTON, *July 16th*, 1852.

I acknowledge service, and waive copy of the above.
W. P. BALLINGER,
Solicitor for New Orleans Canal and Banking Company.

We also acknowledge service.
ALLEN & HALE,
Solicitors for the Union Bank of La.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

IN UNITED STATES DISTRICT COURT,
for the District of Texas:

The complainants and defendants will take notice, that on Thursday, the 22d day of July, 1852, at the hour of 10 A. M., at my office in the city of Galveston, I will proceed in reference to the accounts of Peter MacGreal, Receiver in said causes, and I shall examine and report thereon without delay; at which time and place you will please to be present.

Respectfully, &c.,
M. M. POTTER,
Master in Chancery.

July 19*th*, 1852.

Service of copies acknowledged per self and wife.
J. S. STAFFORD.

We acknowledge service of a copy of the within notice.
ALLEN & HALE,
Sol'rs for Un. B'k of La.

I acknowledge service of a copy of the within notice.
W. P. BALLINGER,
Solicitor for New Orleans Canal and Banking Company.
July 22, 1852.

IN THE UNITED STATES DISTRICT COURT,
for the District of Texas, at Galveston:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING CO.
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

The complainants and defendants in said causes, and Peter MacGreal, Esq., will please take notice, that on Friday, the 27th day of May, A. D. 1853, at the hour of 10 o'clock A. M., at my office in the city of Galveston, I shall proceed in reference to the accounts of said Peter MacGreal, Esq., Receiver in said causes, and shall

examine and report thereon without delay; at which time and place you will please to be present, if you deem proper.

Respectfully, &c.,

M. M. POTTER,
Master in Chancery.

May 23*d*, 1853.

STATE OF TEXAS,
Harris County:

I, James B. Hogan, being duly sworn, make oath and say, that I delivered a true copy of the within notice to Josiah S. Stafford, one of the defendants, for himself and his wife, at Houston, on the 25th day of May, A. D. 1853.

J. B. HOGAN.

Sworn to and subscribed before me this the 25th day of May, A. D. 1853, as witness my hand and seal of the County Court of Harris County.

W. R. BAKER,
Clerk Harris Co. Ct.

I acknowledge service of the within notice, and waive copy, &c.

PETER MACGREAL,
Per his attorney, A. F. JAMES.

May 26, 1853.

We acknowledge service of the within notice.

ALLEN & HALE,
Sol'rs for the Union Bank of La.

26 *May*, 1853.

We acknowledge service of the within notice.

JONES & BALLINGER,
Sol'rs Canal Bank.

May 27, 1853.

IN THE U. S. DISTRICT COURT,
for the District of Texas:

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE,

and

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
J. S. STAFFORD AND WIFE.

In the above entitled causes, the complainants and defendants agree that upon the reference of the accounts of Peter MacGreal,

Receiver, all parties interested may take depositions before Robert J. Townes, Esq., or any other Commissioner of the United States Court, without further notice or filing interrogatories, and the said depositions may be used as evidence for and against said Receiver's accounts, before the Master in Chancery, and before the said United States Court.

DAN'L D. ATCHISON,
Of Counsel for Stafford and wife.

July 22*d*, 1852.

W. P. BALLINGER,
Sol'r for New Orleans Canal and Banking Company.

PETER MacGREAL,
Receiver.

ALLEN & HALE,
Sol'rs Union Bank of La.

Filed with me July 22d, 1852.

M. M. POTTER,
Master in Ch.

Account of Receiver.

To JAMES LOVE, ESQ.,
Master in Chancery:

SIR: I beg leave to hand you herewith my account since the last settlement.

You will perceive that the amount of the first year's hiring is less than the bond of the hirer, but this is owing to the agreement of the parties, who instructed me to take a certain amount of cotton in payment of the hire, which yielded the sum set down in my account.

You will also perceive that the whole amount of the last year's hiring has not been collected, but it is due by good and solvent persons, who in a short period will pay the sum due on the hire of the negroes.

Should the solicitors on either side not be satisfied with any charge, or item in the account, I would respectfully beg leave to introduce evidence before you on the hearing, to establish the same, as it would be almost impracticable now to go into a detail of the circumstances connected therewith.

I make this report of my account in obedience to an order of the Court, made yesterday.

I have been ready at all times to make it, but have been acting under the supposition that I could only be called upon to do so by the order of the Court, in which view I think that you will agree with me, on referring to the conditions of my official bond.

Will you please to appoint a suitable time for passing upon my accounts, and give the requisite notice to the respective parties.

Most respectfully,

June 20th, 1850. PETER MACGREAL.

Peter MacGreal, Receiver, in account in the cause of The Union Bank of Louisiana, comp'ts, against J. S. Stafford and wife, defendants.

1849.			
Feb'y,	To amount received for hire of negroes from Long . . .		$1,822 83
1850	" amount received from hire of last year		3,126 00
"	" amount due for hire of negroes last year		605 00
	Credits		$5,553 83
	By my account, filed 3d December, 1849	$1,677 45	
	" amount paid for shoes, clothing, and hats, &c. . . .	24 00	
	" amount paid Dr. R. H. Chinn .	107 00	
	" amount of Mr. B. Williamson's acc't	30 00	
	" amount of Dr. Ransom's bill .	8 50	
	" amount paid R. J. W. Riel .	2 00	
	" my expenses and services about the slaves in December, 1849, & January, 1850 . .	1 50	
	" amount to Dep. Marshal Spencer, for guarding negroes 10 days .	25 00	
			2,023 95
	Balance		$3,529 88

Before me, James Love, a Master in Chancery, personally appeared Peter MacGreal, who, on oath says, that the foregoing account is just and true. PETER MACGREAL.

Sworn to and subscribed before me this 20th day of June, A. D. 1850.

Presented to me, June 20th, 1850, by Peter MacGreal, Receiver.

JAMES LOVE,
Master.

Presented to me, July 16th, 1852, by Peter MacGreal, Receiver.

M. M. POTTER, *Master.*

THE U. BANK OF LOUISIANA vs. JOSIAH S. STAFFORD & WIFE. } In account with PETER MACGREAL, Receiver.

To amount due me for services as Receiver of the negro slaves in this cause, seized in the year 1849, including travelling expenses, and detention at Galveston . . .		$500 00
" amount due me for similar services in the year 1850		500 00
" amount due me for similar services in the year 1851		500 00
" cash paid Robert Keen for services (see voucher)		6 00
" cash paid expenses to Houston and back, and receiving and hiring ten slaves, and taking bond		50 00
		$1,556 00
Total added when claims now in suit are collected, viz:—		
Comm'n of Judgm'ts *vs.* Love & Sharp, about	$430	
Comm'n on suit *vs.* Love & Martin, about .	220	
Comm'n on suit *vs.* Townes & Love, about .	220	
		870 00
		$2,426 00
Am't paid Marshal and Clerk for costs in this cause.		

PETER MACGREAL,
Receiver.

GALVESTON, *July* 14*th*, 1852.

Presented to me July 16th, 1852, by the Receiver.

M. M. POTTER,
Master.

Received, Brazoria, January 2d, 1849, from Peter MacGreal, Receiver of certain negroes in the case of The Union Bank of Louisiana against Josiah S. Stafford and Wife, five dollars for services, day and night, in guarding said negroes at Brazoria.

D. B. McNEIL.

UNION BANK OF LOUISIANA vs. JOSIAH S. STAFFORD & WIFE. } To ROB'T J. W. REEL, DR.

To two days' services and nights for self and men, to wit: Charles L. Carman and Rob't Keen, @ $3 per day each, for men and horses, making $18.

ROBT. J. W. REEL,
U. S. Dep. Marshal.

January 10*th*, 1849.

Mr. PETER MACGREAL, Receiver,

1849. To M. B. WILLIAMSON, DR.

January 1st,	To writing 12 bonds for the hire of negroes	$24 00
" 8th,	To writing 4 bonds, at $2 each, for hire of negroes	8 00
		$32 00

Received payment in full of Peter MacGreal, the Receiver appointed.

Jan'y 8th, 1849.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD & WIFE. } To ROB'T J. W. REEL, DR.

To two days' services and night, guarding negroes attach't and travelling fifty-five miles $10 00

Rec'd of Peter MacGreal, the Receiver, the above in full.

ROBT. J. W. REEL.

January 2d, 1849.

Received of Peter MacGreal, Receiver &c., three dollars each (amounting to six dollars) in full for our services as guards over the slaves hired by order of the U. S. District Court, on the first day of Jan'y inst.; our services as such guards being performed on the 1st and 2d of Jan'y, and during the night intervening.

ROBT. KEEN,

Attest: E. ALLEN,
CALVAN LATTENUR.

January 3d, 1849.

Voucher No. 4.

Received, Brazoria, June 13th, 1850, from Peter MacGreal, Receiver in the case of The Union Bank of La. against J. Stafford and Wife, the sum of two hundred and forty-nine dollars, for my services to the negro slaves in said case, which embraces preceding receipts for other amounts against the same negroes, for bills rendered to said MacGreal as Receiver.

$249. R. H. CHINN.

Received, Brazoria, Nov. 23d, 1849, from Peter MacGreal, one hundred and forty-two dollars, being the amount of my medical account heretofore rendered, in the case of The Union Bank of Louisiana against J. S. Stafford and wife.

$142. R. H. CHINN.

BRAZORIA, *June* 19*th*, 1850.

PETER MACGREAL, Receiver in the case of The UNION BANK OF LOUISIANA, against STAFFORD AND WIFE.

To R. H. CHINN, M. D.

1848.			Dr.
Feb'y 14.	For attention to Stafford's negroes,		$3 00
" 24.	" " "		3 00
" 27.	" " "		3 00
" 28.	" " "		3 00
" 29.	" " "		3 00
Mar. 3.	" " "		3 00
" 6.	" " "		3 00
" 8.	" " "		3 00
" 9.	" " "		3 00
" 11.	" " "		3 00
" 12.	" " "		3 00
" 13.	" " "		3 00
" 14.	" " "		3 00
" 15.	" " "		3 00
" 16.	" " "		3 00
" 17.	" " "		3 00
" 18.	" " "		3 00
" 19.	" " "		3 00
1849.			
June 11.	" " "		3 00
" 11.	" " " at Carman's,		3 00
" 13.	" " "		3 00
" 13.	" " " at Carman's,		3 00
" 14.	" " " "		3 00
" 18.	" " " "		3 00
" 20.	" " "		3 00
Feb'y 1.	" " "		3 00
Jan'y 8.	For the examination, $76 00; for mileage for same, $28 00		104 00
April 25.	For attention to Stafford's negroes, at Corman's		3 00
" 26.	" " " "		3 00
" 27.	" " " "		3 00
" 28.	" " " "		3 00
			$194 00
	Amount bro't forward . . .		$194 00
May 24.	For attention to Stafford's negroes, at Carman's,		3 00
" 29.	" " " Blackwell's,		3 00
" 30.	" " " "		3 00

June	2.	For attention to Stafford's negroes at			P. MacGreal's,	$3 00
"	3.	"	"	"	"	3 00
"	4.	"	"	"	"	3 00
July	25.	"	"	"	Lune Harding's,	3 00
Aug.	29.	"	"	"	Carman's,	3 00
Oct.	13.	"	"	"	P. MacGreal's,	3 00
Mar.	24.	"	"	"	John Prewitt's,	3 00
April	10.	"	"	"	"	3 00
July	11.	"	"	"	(Drawing a tooth,)	3 00
Sept.	14.	"	"	"		3 00
"	16.	"	"	"		3 00
"	17.	"	"	"		3 00
"	18.	"	"	"		3 00
May	9.	"	"	"		3 00
"	16.	"	"	"		3 00
"	20.	"	"	"		3 00
						$249 00

BRAZORIA, *June* 13, 1850.

I know of the correctness of this account, and approve the same for payment. PETER MACGREAL, *Receiver.*

Voucher No. 5.

January 12*th*, 1849.

To visit and medicine for my boy Charles . . . $5 00

In the matter of
THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE.

BRAZORIA, *May*, 1849.

Charge to account of Peter MacGreal, Receiver.

E. STEPHENS.

This account is approved as correct.

PETER MACGREAL,
Receiver.

Voucher No. 11.

The Receiver of Mr. Stafford's negroes, M. Ransom DR.

April.	To visit to negro man at Bingham's, 6 miles . .	$6 00
"	medicine and prescription for do. . . .	2 50
		$8 50

Received, Brazoria, January, 1849, from Peter MacGreal, six dollars in full for services in assisting in the seizing and taking ne-

groes in the case of The Union Bank of Louisiana *vs.* J. S. Stafford and Wife.

$6 00 ROBERT KEEN.

This account is correct.

PETER MACGREAL, *Receiver.*

Voucher No. 6.

DISTRICT COURT OF THE UNITED STATES,
District of Texas:

December Term, 1848.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } 18.

Upon motion and petition of Jarvis Dockrill, tax collector of the County of Brazoria, it is ordered that Peter MacGreal, Receiver in this cause, pay to said Jarvis Dockrill the sum of ninety-one dollars and twenty cents, the taxes due said collector, and chargeable on the property in this cause for the State and County taxes for the years 1847 and 1848, taking his receipt therefor.

I, James Love, Clerk of the Court aforesaid, do hereby certify that the foregoing is a true and correct copy of an order made and entered on the record of said Court in the case aforesaid.

In testimony whereof, I hereto subscribe my name, and have caused the seal of said Court to be affixed, at the City of Galveston, on this 14th day of February, A. D. 1849.

[SEAL.] JAMES LOVE, *Clerk.*

DISTRICT COURT OF THE UNITED STATES,
District of Texas:

December Term, 1848.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } 18.

Mr. Peter MacGreal, Receiver, to the State of Texas, county of Brazoria, DR.

State tax for the year 1848	$60 80
County " " " "	30 40
	$91 20

Rec'd payment in full. JARVIS DOCKRILL,
Assessor and Collector for Brazoria County.

March 6th, 1849.

Received payment of the within from Peter MacGreal, Receiver.

JARVIS DOCKRILL,
Ass'r and Coll'r Brazoria County.

UNITED STATES DISTRICT COURT,
District of Texas:
December Term, 1849.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

Mr. Peter MacGreal, Receiver, to the State of Texas and county of Brazoria:—

State tax for the year 1849	$49 80
County " " " "	24 90
	$74 70

Received payment in full from Peter MacGreal, Receiver.
JARVIS DOCKRILL,
Assessor and Collector for Brazoria County.

Voucher No. 7.

Received from Peter MacGreal, Receiver, in the case of The Union Bank of Louisiana against J. S. Stafford and wife, the sum of two hundred and nine dollars and ninety-five cents, for services by me rendered in said cause, as set forth in my account, on file therein.
WINFIELD S. SPENCER,
Dep. Marshal.

Voucher No. 10.

THE UNION BANK OF LOUISIANA AND NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

Mr. Peter MacGreal, Receiver, to M. B. Williamson, DR.

1850.
Jan'y 7. To writing twenty bonds for said Receiver to secure the hire of the negro slaves, at one dollar and fifty cents each $30 00

January 10, 1850.

Vouchers No. 11 *&* 12.

UNION AND CANAL BANK
vs.
JOSIAH S. STAFFORD AND WIFE,

To E. B. Reel, DR.

To services rendered for Elvira, in sickness, from January, 1849, to January, 1850, two dollars . . . $2 00

Received payment in full from Peter MacGreal, Receiver.
ROBT. J. W. REEL,
per wife, E. B. REEL.

January 10, 1850.

Received from Peter MacGreal, Receiver, in the case of The Union Bank of Louisiana *vs.* Stafford and wife, five hundred and forty-six dollars, this being the amount of my account filed in said case, in full.

JOHN W. TURNER.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK, LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and the
NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.
} In Chancery.

Peter MacGreal, Receiver, to R. H. Hanna, M. D., DR.

1852.	To medical services rendered negroes in the above entitled causes—	
May 23.	To visit Col. Sharp's plantation . . .	$20 00
	" medical examination negroes . .	40 00
May 30.	" visit fees, Ned, Alfred, Maria, Lavinia .	25 00
	Pres, Paul, Cynthia, two children, and Ned .	5 00
June 6.	" visit, &c., 20 miles	20 00
		$110 00

Before me, Robert J. Townes, a Commissioner of the United States Court for said District, personally appeared Dr. R. H. Hanna, to me known, who being duly sworn, deposes and says that the foregoing account is just, true, and according to the customary charges of physicians in this county.

R. H. HANNA.

Sworn and subscribed before me, this 30th day of August, A. D. 1852.

R. J. TOWNES,
Com'r of the United States District Court for the District of Texas.

The within account is correct.

PETER MACGREAL,
Receiver.

August 31*st*, 1852.

Affidavit of J. S. Stafford.

Proof of Josiah S. Stafford, before the Master. Examination of accounts of the Receiver, in the suits Union Bank of Lou'a *vs.* Stafford and wife, and New Orleans Canal and Banking Company *vs.* Same.

In the year 1848, after seizure of slaves in this Union Bank suit, they were hired by Wm. J. Kyle and B. F. Terry for my benefit. I kept the most of them, commencing late in March, at the plantation formerly owned by Wm. S. Austin, during that year. When I went on the plantation with the slaves in March, which was my first occupancy of it, I found Dr. John W. Turner occupying part of the house. The Dr. told me he wished to remain in the house. It was agreed that he should do so, and should have the part of the house necessary, and receive his board, &c. on the place; and should, in consideration therefor, attend to the negroes in case of sickness. The only price he was entitled to for any medical services was his board, &c., as aforesaid. There was but little sickness among the negroes that year. The bill charged by Dr. Turner is an extravagant, exorbitant, and unconscientious bill, even if entitled to charge any, both in the amount of services claimed and the price of said services respectively. His medical attention was on the plantation.

Even if there had been no arrangement of the kind, Dr. Turner was not employed with any promise or agreement, direct or indirect, that his account for services should be presented against the complainant, or the costs or expenses in the suit.

I was to keep the negroes without expense of physicians or other expense. Dr. Turner was absent a large part of the year. I employed a physician residing at General Coffee's plantation, near mine, to attend to the negroes, and paid him $64 00, medical bill.

It never occurred to me that medical services were anybody's matter except my private account. I would also remark that Dr. Turner's first charges were before the negroes came to the plantation, and I believe before he was where they were, or had anything to do with them.

Dr. Turner was fully compensated for all his services to the negroes, according to our express understanding, by his board.

Dr. Turner never presented or mentioned any bill to me, and the first I heard of it was a proposition from another physician to make out a large bill against the banks in these suits, which he said he thought he could get allowed. He had never attended to the negroes since the commencement of this suit, when I refused the offer; he said Dr. Turner had made out a large bill.

I don't remember whether the agreement about Turner's board and medical attendance, &c., was made with me or my overseer; I know such was the arrangement.

J. S. STAFFORD.

Sworn to and subscribed by J. S. Stafford, before me, this 23d day of June, A. D. 1852.

M. M. POTTER,
Master.

William G. Hale and Wm P. Ballinger deposed that the sum of

fifty dollars is a reasonable charge for expenses to Houston and back, and services in receiving and hiring out ten negroes, and taking bonds.

IN THE UNITED STATES DISTRICT COURT
for the District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Before me, Robert J. Townes, Commissioner for the United District Court for said District, personally appeared W. S. Spencer, to me well known, who, being duly sworn, deposes and says, that he has examined the accounts of Peter MacGreal, Receiver in the above entitled causes, and that, from his personal knowledge, the said MacGreal incurred great expense in the care and attention given by him to the negro slaves in controversy in said causes; that he made frequent visits to said negroes since his appointment as Receiver, during the time they have been hired out, since 1848, down to the present time; that he incurred great trouble and anxiety by his care and attention during the same time; and that said services and attention are reasonably worth the sum of five hundred dollars per year; that said services, care, and attention of said Receiver to said slaves have been constant and unremitting since the year 1848; that the proper treatment and present good condition of said slaves are in a high degree owing to the constant care and vigilance of said Receiver.

That no responsible and suitable man in this county would have taken the same trouble, care, and attention to said negroes for a less amount than five hundred dollars per year.

That affiant knows that said Receiver incurred great personal risks from the defendants and their friends, and incurred the enmity and ill-will of a large number of persons by reason of his appointment as such, and from the care, attention, and vigilance bestowed on said slaves.

Affiant further states that he has been acting, during nearly all of said time, as Deputy Marshal, and at the instance of said MacGreal, and in connection with his said duties, accompanied by him, made frequent tedious and unpleasant trips for the purpose of recovering and protecting said negroes from any improper treatment or interference.

Affiant further states, that said MacGreal furnished some clothes, shoes, and hats to a portion of said negroes, said negroes being des-

titute of these things in 1849–'50, and thinks the charge of $24 00 for these articles reasonable.

Affiant further says, that the accounts of two hundred and nine dollars and seventy-five cents, and twenty-five dollars, presented by him against said Receiver, are just and correct.

W. S. SPENCER.

Sworn and subscribed before me, a Commissioner of the U. S. District Court for the District of Texas, the 23d August, 1852.

R. J. TOWNES.

IN THE UNITED STATES DISTRICT COURT
for the District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Before me, Robert J. Townes, Commissioner for the United District Court for said District, personally appeared Benjamin Hughes, to me well known, who, being duly sworn, deposes and says, that he has examined the accounts of Peter MacGreal, Receiver in the above entitled causes, and that from his personal knowledge the said MacGreal incurred great expense in the care and attention given by him to the negro slaves in controversy in said causes; that he made frequent visits to said negroes since his appointment as Receiver, during the time they have been hired out, since 1848, down to the present time; that he incurred great trouble and anxiety by his care and attention to the said negroes during the same time; and that said services and attention are reasonably worth the sum of five hundred dollars per year; that said services, care, and attention of said Receiver to said negroes have been constant and unremitting since the year 1848.

That the proper treatment and present good condition of said slaves are in a high degree owing to the constant care and vigilance of said Receiver. That no responsible or suitable man in this County would have taken the same trouble, care, and attention to said negroes, for a less amount than five hundred dollars per year.

That affiant knows that said Receiver incurred great personal risk from the defendants and their friends, and incurred the enmity and ill-will of a large number of persons, by reason of his appointment as such, and from the care, attention and vigilance bestowed upon said slaves.

BEN. HUGHES.

Sworn and subscribed before me, a Com'r of the United States District Court for the District of Texas, August 24, 1852.

R. J. TOWNES.

IN THE UNITED STATES DISTRICT COURT,
for the District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD & WIFE,

and

In Chancery.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

Before me, Robert J. Townes, Commissioner for the United District Court for said District, personally appeared John W. Turner, to me well known, who being duly sworn, deposes and says, that he has examined the accounts of Peter MacGreal, Receiver in the above entitled causes, and that from his personal knowledge, the said MacGreal incurred great expense, in the care and attention given by him to the negro slaves in controversy in said causes; that he made frequent visits to said negroes since his appointment as Receiver, during the time they have been hired out since 1848, down to the present time; that he incurred great trouble and anxiety by his care and attention to said negroes during the same time, and that said services and attention are reasonably worth the sum of five hundred dollars per year; that said services, care and attention of said Receiver to said slaves, have been constant and unremitting since the year 1848. That the proper treatment and present good condition of said slaves are in a high degree owing to the constant care and vigilance of said Receiver.

That no responsible and suitable man in this county would have taken the same trouble, care and attention to said negroes, for a less amount than five hundred dollars per year.

That affiant knows that said Receiver incurred great personal risk from the defendants and their friends, and incurred the enmity and ill-will of a large number of persons, by reason of his appointment as such, and from the care, attention and vigilance bestowed on the said slaves.

JOHN W. TURNER.

Sworn and subscribed before me, a Com'r of the U. S. District Court for the District of Texas.

R. J. TOWNES.

Dec. 1832.

IN THE UNITED STATES DISTRICT COURT,
for the District of Texas:

THE UNION BANK, LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BK'G COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Before me, Robert J. Townes, Commissioner for the United District Court for said District, personally appeared Jordan Tyler, to me known, who deposes and says, that he was one of the first men employed by the Receiver to guard the negroes seized in said causes; that he has been ever since residing in the town of Brazoria, and that in January, 1849, the said MacGreal had very great trouble, inconvenience, and expense in taking care of said slaves, owing to some difficulty or misunderstanding about the hiring, and from his personal knowledge, he thinks the charge of one hundred dollars reasonable and just. Affiant further states, that he has examined the accounts of said MacGreal, Receiver in the above entitled causes, and that from his present knowledge, the said MacGreal incurred great expense and trouble in the care and attention given by him to the negroes in controversy in said causes; that he made frequent visits to said negroes, since his appointment as Receiver, during the time they have been hired out, since 1848 down to the present time; that he incurred great trouble and anxiety by his care and attention to said negroes, during the same time, and that said services, care and attention of said Receiver, are reasonably worth the sum of five hundred dollars per year.

That said services, care and attention, of said Receiver to said slaves have been constant and unremitting since the year 1848. That the proper treatment and present good condition of said slaves are in a high degree owing to the constant care and vigilance of said Receiver. That no responsible and suitable man in this county would have taken the same trouble, care and attention to said negroes for a less amount than five hundred dollars per year.

That affiant knows that said Receiver incurred great personal risk from the defendants and their friends, and incurred the enmity and ill-will of a large number of persons by reason of his appointment as such, and from the care, attention, and vigilance bestowed on said slaves.

JORDAN TYLER.

Sworn and subscribed before me, a Com'r of the U. S. District Court for the District of Texas.

R. J. TOWNES.

Aug. 24, 1852.

IN THE UNITED STATES DISTRICT COURT,
for the District of Texas:

THE UNION BANK, LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BK'G COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Before me, Robert J. Townes, a Commissioner of the United States District Court for the said District, personally appeared Dr. Samuel A. Towsey, who being duly sworn, says: that he is a practising physician, and has been residing and practising his profession in Brazoria County, for over ten years last past. That he has examined the account of Dr. John W. Turner, in said cause, and that the charges made therein are the usual and customary charges of the physicians of said county for similar services, except where a contract has been specially made to the contrary.

SAML. A. TOWSEY,
M. D.

Sworn to and subscribed before me, this 27th day of August, A. D. 1852.

Sworn and subscribed before me, a Com'r of the U. S. District Court for the District of Texas, this 27th day of August, 1852.

R. J. TOWNES.

And afterwards, to wit: on the twenty-fifth day of June of the same year, M. M. Potter, Esquire, Master in Chancery in these causes, filed his report on the Receiver's account, which was of the words and in the tenor following, to wit:—

IN THE U. S. DISTRICT COURT,
District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD & WIFE,
and
THE NEW ORLEANS CANAL AND B'K'G COMPANY
vs.
JOSIAH S. STAFFORD & WIFE.

Proceedings on Receiver's account in said causes in reference to Master in Chancery.

On this 23d day of June, 1853, the hearing in the account of Peter MacGreal, the Receiver in said above entitled causes, came on before

me, at my office, said account having been presented to me on the 21st day of June, 1853, and it appearing that all of the parties in interest have had due notice of the time and place set for the examination of said account, and said MacGreal being present in person, and said defendants represented by W. Alexander, Esquire, their solicitor, and said New Orleans Canal and Banking Company by their solicitor, W. P. Ballinger, Esquire, and now having examined said account, and such evidence as was presented in relation to the same, I beg leave to report to the Hon. the Judge of the United States District Court for the District of Texas as follows, to wit:—

1. Said Receiver is entitled to receive, and is allowed the sum of $500 per annum for his services as Receiver, including travelling expenses, from the first day of January, 1852, to the 1st day of July, 1853, inclusive, as shown by the testimony of W. S. Spencer, herewith presented, *and other testimony* .	$750 00
2. Also to ten per cent. commissions for collecting the sum of $4,300, by writ, against Love & Sharp .	$430 00
3. Also to ten per cent. commissions on the sum of $2,480 for suit against R. J. Townes for negro hire	$248 00
4. Also to ten per cent. commissions on the sum of $2480 for suit against H. B. Martin for negro hire	$248 00
5. Also to ten per cent. commissions on the sum of $136 for suit against J. E. Wilson for negro hire .	$13 60
6. Also to ten per cent. commissions on the sum of $4,000 for suit against Love, Bates, Martin, and others for negro hire	$400 00
7. Also the sum of $430, charged in my former report on previous accounts of Receiver as cash in the hands of the Receiver from hire of negroes in 1849, when it appears that the same had not been collected and is still due and unpaid to the Receiver, said amount being made up of items 8, 9, and 10 of present account of Receiver: see MacGreal's testimony	$430 00
	$2519 60

See the evidence of W. P. Ballinger, Esquire, W. Alexander, Esquire, and Peter MacGreal, Esquire, as to the commissions allowed above on the suits for negro hire, being items 2, 3, 4, 5, and 7, in Receiver's account.

I have not allowed the sixth item in the account, being 508\frac{87}{100}$, for collecting 5087\frac{83}{100}$, because I thought the annual allowance of $500 for general services as received, sufficient compensation without allowing ten per cent. commission for receiving money, and there

was no evidence before me in relation to the matter except the showing in the account that money had been received.

I also rejected and refused to hear any evidence, although the same was offered by the Receiver, in relation to the 12th item in the account, being for $325, and the 13th item, being for the sum of $1040 $\frac{75}{100}$, and the 14th item, being for the sum of $99 $\frac{84}{100}$, as it appeared that the same had previously been examined and reported on by a Master in Chancery, and no exception had been made to the report.

In allowing commissions on the suits, it is done with the supposition that the business will be completed, and money collected without further charge by the Receiver, or any other person in relation to the same.

The solicitor for the defendants objected, at the hearing, to all and each of the items of the Receiver's account, but neither the complainants or defendants offered any evidence in relation to the account or any item therein contained.

The account shows the receipt of $4,300, collected from Sharp and Love	$4,300 00
From which deduct the amount above credited to Receiver on the account	$2,519 60
	$1,780 40

This amount due by Receiver on the account as presented and allowed.

All of which is respectfully submitted.

M. M. POTTER,
Master in Chancery.

On the same day and year the Master filed these attendant documents to his report.

IN THE UNITED STATES DISTRICT COURT,
for the District of Texas:

THE UNION BANK OF LOUISIANA
against
J. S. STAFFORD AND WIFE,

and

THE NEW ORLEANS CANAL & B'K'G CO.
against
J. S. STAFFORD AND WIFE.

In Chancery.

Mandate from Supreme Court.

The complainants and defendants, their solicitors or agents, will please to take notice that, on the 23d day of June, 1853, at my office,

in the city and county of Galveston, at 10 o'clock A. M., I shall proceed in reference to the Receiver's accounts in these cases, and shall examine and report thereon without delay; at which time and place you will be present, if you deem proper, the accounts of the Receiver being now before me.

Respectfully,
M. M. POTTER,
Master in Chancery.

June 21*st*, 1853.

A true copy.

JNO. B. REED,
Sh'ff. G. C.

Per N. S. HILL, *Deputy.*

Before me, M. M. Potter, Master in Chancery, personally appeared N. S. Hill, who being duly sworn, deposes that on the 21st day of June, 1853, he delivered to Josiah S. Stafford, and to Jeanetta K. Stafford, wife of said Josiah, each a true copy of the foregoing notice.

N. S. HILL.

Sworn to and subscribed before me, this 23d June, 1853.
M. M. POTTER,
Master in Chancery.

I acknowledge receipt of the within notice.

J. STAFFORD.

GALVESTON, *June* 21*st*, 1853.

This is to certify that I have this day served copies of the within notice on J. S. Stafford and wife, each in person. Witness my hand this 21st day of June, 1853.

N. S. HILL.

June 22d, 1853. Service of the within notice acknowledged.
ALLEN & HALE,
By EBENEZER ALLEN.

Service accepted.
W. P. BALLINGER,
Solicitor for N. O. Canal & Banking Co.

Service accepted.
PETER MACGREAL.

IN THE UNITED STATES DISTRICT COURT,
for the District of Texas:

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL & B'K'G CO.
against
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

On Mandate from the Supreme Court.

	TO PETER MACGREAL, *Receiver.*	DR.
1*st.*	For my services as Receiver and travelling expenses, and taking bonds for hire for the years 1852 and 1853, at $500 per year . . .	$1,000 00
2*d.*	" my commissions on the collection by suit against Love and Sharp for $4,300 . . .	430 00
3*d.*	" my commissions in the case *vs.* R. J. Townes, for $2,480, hire, now in suit . . .	248 00
4.	" my commissions in the case *vs.* H. B. Martin, now in suit for $2,480, for hire, with an agreement for judgment at next term . .	248 00
5.	" my commissions on judgment *vs.* J. E. Wilson, for hire, $136, now in execution . .	13 60
6.	" my commissions for collecting $5,087$\frac{83}{100}$.	508 78
7.	" my commissions on $4,000, now in suit *vs.* Love, Bates, Martin *et als.* for hire . .	400 00
8.	" obligation of Ebr. Allen for hire, charged against me in report of Master, filed on the day of June, 1853	280 00
9.	" obligation of J. C. Wilson for hire, charged in report of Master as collected . . .	100 00
10.	" obligation of M. B. Williamson, charged me by Master in Chancery as collected, the same having been cancelled for want of consideration (See page 458, Record) . . .	50 00
12.	" Cash paid out and not allowed on first item of my account in 1848, p's 58 and 263 . .	325 00
	Carried forward,	$3,603 38
	Amount brought over,	3,603 38
13.	For house rent and expenses paid for negroes in 1848, not allowed on 3d item of my account of 1848 (See pages 60 and 263) . . .	1,140 75
14.	" house rent and boarding 64 slaves for 4 days	

in 1848, and not acted on, and not allowed by the Master on first account in 1848 (See pages 60 and 263, 4th item of ac't) . . .	
	$4,843 97

Reference to the last 3 items of ac't is made to the printed Records, herewith shown.

Assets from hire of slaves herein, viz:

In the hands of Allen and Hale, paid by me for hire	$4,300
R. J. Townes, in suit	2,480
H. B. Martin, in suit	2,480
J. Love, Bates, and H. B. Martin *et als.*, now in suit	4,160
Judg't. *vs.* J. E. Wilson	136
Obligation of E. Allen	280
	$13,836

GALVESTON, *June 20th*, 1853.

To M. M. POTTER, Master in Chancery.

SIR: I beg leave to submit the foregoing as my final account, and supplemental to my accounts heretofore presented in the foregoing cases, and request that you will appoint a day for the examination and hearing of the same.

The complainants and defendants being now here present, and in view of the approaching term of the U. States District Court for the District of Texas, it is alike desired by the parties to the suits and by the Receiver, that the foregoing be speedily acted upon.

Very respectfully,
Your ob't servant,
PETER MACGREAL,
Receiver.

The Receiver has herein inserted three items not fully acted upon, and not allowed in the former account, which are justly due to him, and he has united them, at the suggestion of the principal complainants, who all will approve the justice of these charges, the evidence in support thereof being in the printed record, to which he respectfully refers.

PETER MACGREAL,
Receiver.

Presented to me June 21st, 1853.

M. M. POTTER,
Master.

Affidavit of Receiver.

Peter MacGreal, being examined by the Master in Chancery on oath, stated the sum of four thousand three hundred was recovered by him in a suit in his favor as Receiver against James Love and Wm. Sharp, and judgment rendered in the District Court of Brazoria.

That by directions from the complainants, an arrangement was made with the defendants, by which the defendants gave an accepted draft on H. H. Williams, in favor of affiant, for said sum, and, at the request of the solicitors of The Union Bank, said accepted draft was placed in their hands, for which affiant holds the receipt of said solicitors, Messrs. Allen and Hale, and that execution of the judgment *vs.* Love and Sharp has been stayed by said agreement.

That a writ is now pending, brought by him against Love and R. J. Townes, in the District Court of Brazoria County, on which is due for hire of slaves $2,480. That there is also another suit pending in said Court against Love, Bates, Martin and others, for over $4,000, for hire of negroes, which suit was also brought by him; that there was received by him a judgment at the Spring Term of the District Court for Brazoria County, 1853, against Joseph E. Wilson for $136 and costs, due for hire of negroes; on which execution is now in hands of sheriff; that he holds the bond of E. Allen, Esq., for $280 for hire due him for slaves in these cases; that he has the obligation of M. B. Williamson for $50, for hire of slave Charles, which said Williamson refused and refuses to pay, because the said slave was subject to epileptic fits, and was wholly useless to said Williamson, and was returned to the Receiver, and unable to be hired out by him during that year. See former report on this point.

That the amount of Wilson's $100, Allen's obligation, $280, and Williamson's $80, are wholly due and not collected by or for him, and constitute no charge against the Receiver as for money collected, and that these three items are embraced in the amount of cash charged to have been received by the Receiver in the report of the Master in these cases, filed on the 6th June, 1853, the said items having been embraced in the item for hire due for negroes, $605; and included in the amount $5,553 83.

That he has instituted suit for hire of slaves against Love and H. B. Martin for $2,480, now due and pending in the District Court of Galveston, under agreement of record that judgment be rendered against the defendants unless the same be paid on the first day of the next term.

William P. Ballinger, Esq., one of Counsellors of the Court, and Solicitor for the Canal Bank, having been sworn by the Master, deposed that the suits enumerated in the accounts of the Receiver he knew were brought and pending against the persons named, except the suit against Joseph E. Wilson, about which he did not know any-

thing. That by consent of the complainants, the agreement to stay execution against Love and Sharp was made by the Receiver.

William Alexander, Esq., Solicitor for the defendants, J. Stafford and wife, having been sworn by the Master, deposed, that the customary fees and commissions of attorney was ten per cent. for collecting all sums less than five thousand dollars by suit.

M. M. POTTER,
Master.

And afterwards, to wit: on the twenty-eighth of July, in the year last aforesaid, the mandate of the Supreme Court of the United States in this cause was filed, which was in the words and of the tenor following, to wit:—

SUPREME COURT UNITED STATES.

Mandate.

The President of the United States of America—

To the Honorable the Judge of the District Court of the United States for the District of Texas, greeting:

Whereas, lately in the District Court of the United States for the District of Texas, before you in a cause between The New Orleans Canal and Banking Company, and Josiah S. Stafford and Jeanetta Kirkland his wife, defendants in Chancery, the decree of the said District Court was in the following words, viz:—

"And it is accordingly ordered, adjudged, and decreed, that the complainants' bill be dismissed, but without prejudice to any other suit or suits which said complainants may be advised to commence. And it is further ordered, adjudged, and decreed, that the complainants pay the costs of this suit, to be taxed, &c., as by the inspection of the transcript of the record of the said District Court, which was brought into the Supreme Court of the United States, by virtue of an appeal agreeably to the Act of Congress, in such case made and provided, fully and at large appears. And whereas, in the present term of December, in the year of our Lord one thousand eight hundred and fifty-one, the said cause came on to be heard before the said Supreme Court, on the said transcript of the record, and was argued by counsel: On consideration whereof, it is now here ordered, adjudged, and decreed by this Court, that the decree of the said District Court in this cause be, and the same is hereby reversed, with costs; and that the said complainants recover against the said defendants, two hundred and twenty-three dollars and fifteen cents for their costs herein expended, and have execution therefor.

And it is further ordered that this cause be and the same is hereby remanded to the said District Court, with directions to that Court to enter a decree in favor of the complainants, and for such further proceedings to be had therein as to law and justice may appertain.

You, therefore, are hereby commanded that such execution and further proceedings be had in said cause, in conformity to the opinion and decree of this Court, as, according to right and justice and the laws of the United States ought to be had, the said appeal notwithstanding.

Witness the Honorable Roger B. Taney, Chief Justice of said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and fifty-one.

Costs of Complainants.

Clerk	$203 15
Attorney	20 00
	$223 15

Taxed by
WM. THOS. CARROLL,
Clerk of the Supreme Court of the United States.

Supreme Court U. S., December Term, 1851.

Costs of New Orleans Canal and Banking Company in No. 144, 1850, ent. ac. 56; fil. we. 40; allow. 40; cit. 40; serv. 40; bond and app. 68; ass. of er. 40; pray. 40; rec. 100; cert. 40; doc. 40; fil. bond and ent. rec. 152; tu. te. 84; pre. and sub. 80; December Term, ap. 21; ru. 28; mo. 28; fil. 40; ord. 28; fil. 40; ord. 28; con. 14.18; T. ap. 21; ru. 28; mo. 28; fil. 40; ord. 28; fil. 40; ord. 28; con. 14.18; S. ap. 21; ru. 28; no. 28; fil. 40; ord. 28; fil. 40; ord. 28; con. 14;

1851, Dec. Term, ap. 21; ru. 28; be. 40; arg. 28; mo. 28; jud. 164½; fil. 40; ru. pe. 56; mo. and an. 56; mand. 5.98½; fil. pa. 4.40; record 178.28; co. and co. 56; $203 15

$203 15.—Fee-book E, pa. 32.

Test. WM. THOS. CARROLL,
C. S. C. U. S.

1852, March 16. Received payment.
WM. THOS. CARROLL.

And afterwards, to wit: on the sixth day of August of the same year, the complainants, by their counsel, filed the following motion in the Court here, to wit:—

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas:

Between THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND WIFE, Defendants,
and
Between THE NEW ORLEANS CANAL AND BANKING COMPANY,
Complainants,
and
JOSIAH S. STAFFORD AND WIFE, Defendants.

In Chancery.

The complainants in the above causes move a reference to John S. Jones, Esq., one of the Masters in Chancery of this Court, to make an account of the amounts due the complainants respectively, by virtue of the obligation, and promissory notes and mortgages sued on, and report without delay in each cause.

The complainants move further, that the Clerk of this Court tax the costs in the above causes, and report the taxations thereof without delay.

ALLEN & HALE,
Solicitors and Counsel for the Union Bank of La.

W. P. BALLINGER,
for the N. O. Canal and Bank'g Co.

Service acknowledged Aug. 6th, 1853.

ROB. HUGHES,
for Defendants.

The plaintiffs' counsel is hereby notified that when the above matter is brought on, the counsel for the defendant will insist upon an account being taken of the hires of the negroes in the bills mentioned, and that the defendants have the full benefit thereof by credit on the judgment or otherwise, and for such other order as will fully settle the rights of the parties.

ROB. HUGHES,
for Defendants.

Aug. 6th, 1853.

And afterwards, to wit: on the 8th day of August of the same year, the defendants, by Robert Hughes, Esquire, their counsel, filed an exception to the Report of the Master on the Receiver's accounts, which was of the words and in the tenor following, to wit:—

UNITED STATES OF AMERICA,
District of Texas, to wit:

District Court at Galveston, July Term, 1853.

UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
J. S. STAFFORD AND WIFE.

In Chancery.

The defendants, by counsel, sets his exceptions, this day taken, to the Report of the Master on the accounts of the Receiver herein, for agreement.

ROB. HUGHES,
for Defendants.

August 8th, 1853.

Exceptions to Master's Report.

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

District Court at Galveston, July Term, 1853.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE,
18.
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Exceptions taken by the defendants to the report of M. M. Potter, Esq., Master of this Court, upon the accounts of Peter MacGreal, Esq., the Receiver in these causes.

1*st exception.* The said Master allows the said Receiver a salary of $500 per year, for the period mentioned in his report, and also ten per centum for moneys sued for and collected, when there should have been but one allowance, either a per centum or a salary.

2*d exception.* The said Master allows a salary to said Receiver from the 1st day of January, 1852, to the 1st day of July, 1853, when there were, in consequence of a previous order of the Court, no services to be performed by said Receiver which were not more than sufficiently compensated by subsequent allowances.

3*d exception.* The second, third, fourth, fifth, sixth and seventh items in said report, being allowances to said Receiver, are unreason-

able in amount, illegal, and purport to pay said Reciever for services not performed.

4*th exception.* And said report is in other respects defective, informal and insufficient.

And said defendants pray that said report may be declared insufficient, and said Master be directed to review the same, or, that what is just and in conformity to the rules of this Court may be done.

ROB. HUGHES,
for Defendants.

August 8*th*, 1853.

And afterwards, to wit: on the twelfth day of August, in the year of our Lord one thousand eight hundred and fifty-three, the defendants, by counsel, filed the following exceptions to the first report of Master on Receiver's accounts.

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

District Court, July Term, 1853.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,

and

In Chancery.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

Exceptions taken to the first report made by M. M. Potter, Esq., a Master of this Court, upon the accounts of Peter MacGreal, Esq., the Receiver in this cause.

1*st exception.* For that the said Receiver is allowed an annual salary for the years 1850 and 1851, when by the agreement of the parties, the said Receiver for those years was relieved from the performance of all services and responsibility or accident of the negroes in controversy, and should there be anything for which said Receiver would be entitled to an allowance, he has been sufficiently compensated by other allowances. And said report is otherwise objectionable.

ROB. HUGHES,
for Defendants.

And afterwards, to wit: on the twenty-sixth day of August of the same year, an order was made by the Court, which was of the words and in the tenor following, to wit:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.
} In Chancery.

On this day, the question arising upon the draft of the *Decrees* herein, and the exceptions of the defendants to the Master's report upon the acounts of the Receiver came on, and, after argument of counsel heard, the Court not now being sufficiently advised, took a day to consider thereof, until the next term of this Court.

And afterwards, to wit: on the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and fifty-four, the complainants, by their solicitor, moved a reference to Robert D. Johnson, Master in Chancery, concerning amounts due from defendants to complainants, which was in the words and of the tenor following, to wit:—

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:

Between
THE NEW ORLEANS CANAL AND BANKING COMPANY, Complainants,
and
JOSIAH S. STAFFORD AND WIFE, Def'ts.
} In Chancery.

The complainants, by their solicitor, W. P. Ballinger, move the Court to order that it be referred to Robert D. Johnson, Esq., Master in Chancery, to ascertain and report the total amount that will be due to the complainants from the defendants, on the first day of February next, and also on the first day of four successive months thereafter, including in such total the principal and interest of the debt secured by the mortgage recited in the complainant's bill, after allowing all just payments, as shown by the evidence at the hearing, and the costs of suit and expenses and charges of the Receiver, and also such future costs and expenses as may accrue by reason of this reference, and the sale of the mortgaged property, and that the said Master make his report at as early a day as practicable.

W. P. BALLINGER,
for Compl'ts.

Notice of above motion admitted, and consent given to the order moved for.
January 26th, 1854.

ROB. HUGHES,
for Defendants.

And afterwards, to wit: on the same day and year, the Court here made the following order, to wit:—

Order.

THE NEW ORLEANS CANAL AND BANKING COMPANY, Complainants,
vs.
JOSIAH S. STAFFORD AND WIFE, Def'ts.

By consent of parties, complainants and defendants, by their counsel: It is ordered that it be referred to Robert D. Johnson, Esq'r, Master in Chancery, to ascertain and report the total amount that will be due to the complainants from the defendants on the first day of February next, and also on the first day of four successive months thereafter, including in such total the principal and interest of the debt secured by the mortgage recited in the complainant's bill, after allowing all just payments, as shown by the evidence at the hearing; and the costs of suit, and expenses and charges of Receiver, and also such future costs and expenses as may accrue by reason of this reference, and the sale of the mortgaged property; and that the said Master make his report at as early a day as practicable.

And afterwards, to wit: on the eighth day of February in the same year last aforesaid, the Court here made an order, which is of the words and in the tenor following, to wit:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

On this day the defendants appeared in proper person and withdrew their exceptions to the reports of the Master on the Receiver's accounts. It is therefore considered by the Court that the said reports of the Master be confirmed.

And afterwards, to wit: on the eighth day of February, in the year of our Lord one thousand eight hundred and fifty-four, Peter MacGreal, the Receiver in these causes, filed his report in the Court here, which is of the words and in the tenor following, to wit:—

Report of Receiver.

IN THE UNITED STATES DISTRICT COURT,
for the District of Texas:

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE,

and

THE NEW ORLEANS CANAL AND BANKING COMPANY
against
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Peter MacGreal, the Receiver in the above entitled causes, reports as to the condition of the negro slaves for which he has been appointed Receiver, that the said slaves, being there referred to in the bill of complaint as having been mortgaged to the Union Bank of Louisiana and to the New Orleans Canal and Banking Company, now remaining, with the increase of the females thereof, since the dates of such mortgages, and for the most part in the actual possession of B. F. Terry and W. J. Kyle, who hold them for James Love, under the agreement of hiring heretofore made between the rival parties to the above causes and the said James Love; but some of them still remain in the possession of the defendants in said causes.

The slaves referred to above, and their said increase, are now known by the following names, and are about the ages hereinafter stated, to wit:—

Bob Davenport, aged about thirty-seven years; Venus (wife of Bob Davenport), aged about thirty-three years; Elizabeth, aged years; George Lee, about thirty-six years; Violet, about thirty-five years; and Richard, about thirty-three years; Little Maria, about nineteen years; Tom, about thirty-three years; Elvira, about thirty-four years; and John Aaron, about two years; Mary, about nineteen years, and Isaac Ben Jacob, about eighteen years; Charles, about nineteen years; Rachel, about fifteen years; and Cynthia, about one year; William, about eighteen years; Britton, about thirty-nine years; Little Jane, about thirty-one years; and Clarissa, about four years; Alfred, about thirty-three; Ben (Alabama), about thirty-one years; Cynthia, about fifty-three years; Paul, about fifty-one years; Manuel, about sixteen years; Andrew, about thirteen years; Judy, about thirty-eight years; Wallace, about thirty-three; Ben (or Jordan), about twenty-three years; Louis, about thirty-two years; Harriet, about sixteen years; Pleasant, about thirty-two years; and Hannah, about four years; Patsey, about seventeen years, and Morris, her child, about two years; Jack, about fifty-three years; Hortense, about forty-three years; Levi, about twenty-five years; Mary Hai (Mary Jake), about thirty-four years; Dublin,

about forty-four years; America, about thirty-seven years; Mary, about fifty-two years; Sophia, about fifteen years; Minty, about thirty-one years; Charlotte, about thirty-three years; Rosilla, about thirteen years; Martha, about sixteen years; Willis, about forty years; Clarissa, about thirty-seven years; Charlotte, aged about thirty years, and Belford, her son, aged about twelve years; Philip, aged about seventy years; Mary Anne, aged about twenty years, a griffe; Jacob, aged about sixty years; ——— six years; and Lyle, about two years; Tisha, about seven years, and Dinah about five years; Philip, about fifteen years, and Edy, about thirteen years; Bob Bayou Bœuf, about thirty-five years; Nannette, about twenty-seven; Claiborne, about eleven years; Thad, about seven years; Guss, about nine years, and Dublin, about four years; Pierre, about thirty-four years; Austin, about thirty-four years; Louisa, about twenty-seven years; Horace, about four years; Noel, about two years, and Milley, about one year; Ned, about twenty-one years; Juliet, about twenty-three years, and Mary Anne, about two years; Jim, about twenty-eight years; Maria Johnson, about thirty-five years; Coleman, about six years; Henry, about four years, and Deffey and Laura, about one year; Lavinia, about sixteen years, and Leandro, about two years; Edmund Bell, about forty-four years; Vicey, about forty-two years; Elias Bell, about fifteen years; Mahala, about thirteen years; Young Edmund, about four years; Dick, thirty-one years; Bob (Carolina), about twenty-seven years; Old Maria, about fifty-three years; Little Lavinia, about twenty-five years, and America, about two years; Eliza, about twenty-one years, and Jerry, about two years, and Nancy, about one year; Patsy, about sixteen years; Willis, about six years; Blaize, about fifty-four years, and Cloe, about forty-one years; Ben or Bene, about twenty-eight years; Stephen, about thirty-three years; Charlotte, about nineteen years, and Tabitha, about one year; Big Jane, about fifty-three years; George Washington, about twenty years; Henry, about fourteen; of which, there remain in the possession of Josiah S. Stafford and his wife, the following, to wit:—

Clarissa, Willis, Dublin, Big Mary, Big Charlotte and her child Rosilla, America, Minty, Sophia, and Martha.

Some children have been born during the latter part of the year 1853, whose names the Receiver has not been able to ascertain.

For the slaves above named, in the possession of the defendants, a demand has been made by the Receiver, on the defendant, Mr. Josiah S. Stafford, and he refused to deliver possession of the same.

PETER MACGREAL,
Receiver.

Sworn to and subscribed before me, this 8th day of February, A. D. 1854.

JOHN S. JONES,
U. S. Com'r.

And afterwards, to wit: on the fifteenth day of February of the year last aforesaid, the complainants, by their solicitors, filed the following motion, to wit:—

U. S. DISTRICT COURT,
District of Texas:

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
STAFFORD AND WIFE. } In Chancery.

The complainants, by their solicitors, move the Court that R. D. Johnson, Esq., Master in Chancery, computed also the amount of principal and interest which will be due by defendants to complainants in the notes and mortgage sued on, on the first day of July next, and report to this Court, in addition to the matters before ordered.

W. P. BALLINGER,
for Complainants.

And afterwards, to wit: on the same day and year last aforesaid, on motion of complainants by their attorney, the Court here made an order which is of the words and in the tenor following, to wit:—

Order.

CANAL BANK. CO.
vs.
STAFFORD AND WIFE. } C. 28.

On motion of complainants' attorney, and for cause shown, it is ordered that Robert D. Johnson, Master in Chancery, appointed to report the amount due complainants by defendants, do also and further state the amount that will be due the first day of July next.

And afterwards, to wit: on the same day and year last aforesaid, the following bill of costs, taxed in this cause, was filed in the Court here, to wit:—

Bill of Costs.

NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.

1848.

April 24,	Filing Bill		25
	Taking bond for costs	1	33
	Docketing cause		67
	Issuing subpœna in chancery . . .	1	33
June rules,	Ent'g appearance		67
July "	" rule		34
1,	Filing demurrers		25

Aug.	23,	Ent'g judgment on demurrer	67
	25,	Filing argument	25
		Ent'g continuance	67
Sept.	30,	Filing petition for time	25
Oct.	31,	" " " further time	25
Nov.	20,	Jeanetta K. Stafford's answer	25
Dec.	6,	Entry rule	34
1849.			
Jan.	1.	Filing argument	25
	15,	Ent'g order of Court	67
	15,	Filing amended bill	25
	26,	" motion	25
Feb.	15,	Ent'g order of Court	67
	16,	Filing report of Master	25
	19,	Ent'g order of Court	67
	27,	" " "	67
		Filing agreement	25
Mar.	27,	" bonds for costs	25
		" agreement	25
		" amended bill	25
June	26,	" amended answer	25
July	2,	" replication to answer	25
		" depositions	25
Sept.	6,	Ent'g order of Court	68
		Amount forward	$13 62
		Amount forward	$13 62
Sept.	7,	Ent'g order of Court	67
	22,	Filing agreement	25
1849.			
Dec'r	2,	Filing agreement	25
" rules,		Ent'g rule	34
1850.			
Jan'y	11,	Filing agreement	25
		" 2 sets interrogatories (25 ea.)	50
	14,	" copies of do.	4 90
	29,	Ent'g order of Court	67
Feb'y	4,	Judg't confesso	1 33
Mar.	2,	Ent'g order of Court	67
	4,	Filing depositions	25
	7,	" filing papers	92
	20,	" depositions	25
Apr.	3,	Ent'g 2 rules	68
	17,	Publication of 2 depositions	66
May	6,	Filing charter of bank	25
		" 34 papers from record of Union Bank *vs.* Stafford & Wife	8 50

May	6,	Twenty-three official endorsements . .	7 70
	7,	Ent'g and filing motion . . .	59
		Copy of same and certifi'e . . .	67
	9,	Ent'g rule	34
		" order of Court	67
		(*Def't Hughes' motion to reconsider.*)	
	23,	Filing and entering motion . . .	50
	25,	Ent'g order of Court	67
		Filing affidavit, oath, and certificate . .	71
June	18,	Ent'g order of Court . . .	67
	27,	Filing and ent'g decree . . .	2 25
	28,	Prayer of appeal	59
		Ent'g order of Court . . .	67
	29,	" 2 " "	1 34
		Taking and filing appeal bond . .	1 58
		Ent'g 4 continuances	2 67
		Am't forward	56 58
		Am't forward	56 58
		Final record	240 00
		Taxing costs	67
		Marshal's costs	5 84
			$303 09

Clerk,	Bates	7 52
"	Love	289 73
Marshal,	Cook	2 00
	Bates	3 84
		$303 09

Allowance to Master in Chancery, $30.

Galveston, *Feb'y* 22, 1851.

Received from W. P. Ballinger, Esqr., $297 25, the Clerk's fees in this cause.

JAMES LOVE,
Clerk.

Galveston, *Feb'y* 22, 1851.

Rec'd of Wm. P. Ballinger, Esq., $30, allowance to Master in Chancery.

JAMES LOVE,
Master.

Memo:—

The Marshal prefers to wait for his costs until the whole controversy shall be settled.

J. LOVE.

U. S. DIST. COURT,
Dist. Texas:

CANAL & BANKING CO.
vs.
STAFFORD & WIFE.

Marshal's Costs.

1850, May 7th, Serving notice, BATES		$2 00
Marshal COCKE		2 00
		$4 00

Am't of costs taxed as per bill, to wit:—

Clerk's fees	$297 25	
Marshal's fees	5 84	
Master's fees	30 00	
		$333 09

To which add

Record of proceedings	$240 00	
Filing motion	10	
Entr'g same	20	
Filing decree	10	
Entr'g same	75	
Order referring to Master	20	
		243 35
		$576 44

And afterwards, to wit: on the eighteenth day of February of the year last aforesaid, the Court here made an order, which is of the words and in the tenor following, to wit:—

Order.

NEW ORLEANS CANAL & BANKING CO.
vs.
JOSIAH S. STAFFORD & WIFE.
} Ch. 28.

Robert D. Johnson, Master in Chancery, appointed in this to ascertain and report the amount due by defendants to complainants, at certain periods named in former orders of this Court, made his report, which was ordered to be filed.

Report of Master.

THE NEW ORLEANS CANAL AND BANKING COMPANY, Complainants,
against
JOSIAH S. STAFFORD AND WIFE, Defendants.

IN THE DISTRICT COURT OF THE UNITED STATES,
for the District of Texas:

The Master in Chancery, in obedience to the order of the Court in said cause made, on the 27th day of January, 1854, having duly notified the parties of the time and place, proceeded, on the 28th day of January, 1854, to examine the matters referred to him, and reports: That, on the first day of February, 1854, there was due from the defendants to the complainants, the sum of twelve thousand eight hundred and fifty-three dollars and sixty-two cents, principal, and five thousand nine hundred and ninety-three dollars and twenty-eight cents, interest; making the total amount due, principal and interest, of the debt named by the mortgage, allowing all just payments, eighteen thousand eight hundred and forty-six dollars and ninety cents.

Total am't, principal and int.	$18,846 90
That there is due, from defendants to complainants, for costs taxed by the Clerk	540 50
That there is due from defendants to complainants, for Marshal's costs	9 84
That there is due from defendants to complainants, for Master's fees	30 00
That there is due from defendants to complainants, for cost of this reference	50 00
Total	$19,473 34
That on the first day of March, 1854, the debt and interest will amount to	$19,559 03
That on the first day of April, 1854, the debt and interest amounts to	19,644 72
That on the first day of May, 1854, the debt and interest amounts to	19,730 41
That on the first day of June, 1854, the debt and interest amounts to	19,816 10
That on the first day of July, 1854, the debt and interest will amount to	19,901 79

All of which is respectfully submitted.
Feb'y 17, 1854.

R. D. JOHNSON,
Master.

I add that the total costs of the Receiver were taxed in the case of The Union Bank of Louisiana against Stafford and wife.

R. D. JOHNSON.

And thereupon, and appended thereto, is the notice of the Master to complainants and defendants to attend at his office, at the hearing of his report, which notice is in the words and of the tenor following, to wit:—

Notice.

THE NEW ORLEANS CANAL AND BANKING COMPANY,
Complainants,
against
JOSIAH H. STAFFORD AND WIFE, Defendants.

IN THE DISTRICT COURT OF THE UNITED STATES,
for the District of Texas:

Robert D. Johnson, Master in Chancery, to whom was referred by the Court to ascertain and report the total amount that will be due to the complainants from the defendants, on the first day of February next, and also on the first day of four successive months thereafter, including in such total the principal and interest of the debt secured by the mortgage, recited in the complainants' bill, after allowing all just payments, as shown by the evidence at the hearing; and the costs of suit, and the expenses and charges of the Receiver, and also such further costs and expenses as may accrue by reason of this reference, and the sale of the mortgaged property, hereby notifies the said complainants and defendants, their solicitors or agents, that he will proceed in reference thereto, at his office, in the city of Galveston, at 3½ o'clock P. M., on the 28th day of January, A. D. 1854, at which time and place the parties will attend.

Respectfully, &c.

R. D. JOHNSON,
Master in Chancery.

GALVESTON, *Jan'y* 27, 1854.

We acknowledge service of this notice.

W. P. BALLINGER,
Sol'r for Canal Bank.

ROBERT HUGHES,
for Defendants.

And afterwards, to wit: on the twenty-first day of February of the same year, the following motion of complainants, by their solicitor, was filed in the Court here, to wit:—

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:

THE NEW ORLEANS CANAL AND BANKING COMPANY
against
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

The complainants, by their counsel, move the Court to confirm the report of Robert D. Johnson, Master in Chancery, filed in this Court on the 18th day of February instant, in the above cause.

W. P. BALLINGER,
Solicitor of Complainants.

And thereupon is the following undersigned endorsement, to wit:

Notice accepted.

And afterwards, to wit: on the same day and year, the Court here made an order confirming the report of the Master, which is of the words and in the tenor following, to wit:—

Order.

THE NEW ORLEANS CANAL & BANKING CO.
vs.
JOSIAH S. STAFFORD AND WIFE. } C. 28.

On this day came the complainants by their counsel, and moved the Court to confirm the report of the Master, Robert D. Johnson, filed in this cause, on the 18th day of February inst., and no objection having been made on the part of defendants, it is ordered that the report be confirmed.

And afterwards, to wit: on the second day of March, in the year of our Lord one thousand eight hundred and fifty-four, the decree of the Court in this cause was filed, which was of the words and tenor following, to wit:—

Decree.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:

Between THE NEW ORLEANS CANAL AND BANKING COMPANY,
Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND STAFFORD, his wife,
Defendants.
In Chancery, No. 28.

This cause came on to be further heard at the last term of this Court, upon the mandate of the Supreme Court of the United States,

and the decree of the said Court rendered at the December Term thereof, 1851, and upon the former and other proceedings herein, and the same was held under consideration until this term, and the Court being now fully advised, and proceeding to render a final decree in favor of said complainant, in accordance with the said mandate and decree of the said Supreme Court, and the parties being now present by their solicitors and counsel, it is now hereby ordered, adjudged and decreed by the Court here, that the said defendants, Josiah S. Stafford and Jeanetta Kirkland Stafford, his wife, do pay unto the said complainant, The New Orleans Canal and Banking Company, on or before the first day of July, in the present year of our Lord one thousand eight hundred and fifty-four, the full sum of nineteen thousand nine hundred and one $\frac{79}{100}$ dollars; the same being the amount found to be due on said last-mentioned day, from the said defendants to the said complainant, by reason of the promissory notes and mortgage in the bill of complaint mentioned, and which are filed in this cause, due from the said defendants to the said complainants, according to the report of the Master, to whom this account was referred; which report, filed in Court on the eighteenth day of February instant, has been duly confirmed: and that upon the full, complete and punctual payment of the said sum of nineteen thousand nine hundred and one $\frac{79}{100}$ dollars, on the said first day of July, of the present year, the negro slaves seized by the Receiver in this cause, pending in this Court, of The Union Bank of Louisiana, against the same defendants, and the possession of the said Receiver extended to this cause, which said slaves are now in the possession of other parties, under contracts of hire made by leave of the Court, be forthwith delivered to the said defendants; but in default of the full, complete and punctual payment of the said amount, on the day aforesaid, to be made by the said defendants to the said complainants, and in case the defendants fail to pay the same as herein ordered, it is hereby ordered, adjudged and decreed by the Court here, that the said defendants, and all those claiming under or from both or either of them, be forever and absolutely barred and foreclosed of and from all equity of redemption, and of and from all and every claim, right, and interest in and to the negro slaves in the said bill of complaint mentioned and described, and the increase of the females of the said slaves, born from and after the twenty-first day of June, eighteen hundred and thirty-seven, or any of them: and that the said defendants deliver over to the said complainant all deeds, evidences and writings relating to or affecting the said slaves, or any of them.

And it is further ordered adjudged, and decreed by the Court here, that in default of the payment to be made, on or before the said first day of July of the present year, to the said complainant, of the said amount so due from the said defendants to the said complainant, and the payment thereof to be evidenced by the filing of a receipt therefor in the Office of the Clerk of this Court, from the said complainant or its duly constituted attorney in fact, or the solicitors in

this cause, the Marshal of this District, or any of his lawful deputies, shall at once seize and take into his possession all and every of the said negro slaves and their said increase, now in the possession of any person holding the same, whether under contracts of hire or otherwise, among which slaves and increase are those now known by the following names, to wit: Bob Davenport, aged about thirty-seven years; Venus, about thirty-three years; Elizabeth, about six years, and Lyle, about two years; Tisha, about seven years, and Dinah, about five years; Philip, about fifteen years, and Edy, about thirteen years; Bob Bayou Bœuf, about thirty-five years; Nannette, about twenty-seven years; Claiborne, about eleven years; Thad, about seven years; Gus, about nine years, and Dublin, about four years; Pierre, about thirty-four years; Austin, about thirty-four years; Louisa, about twenty-seven years; Horace, about four years; Noel, about two years, and Milly, about one year; Ned, about twenty-one years; Julia, about twenty-three years, and Mary Anne, about two years; Jim, about twenty-eight years; Maria Johnson, about thirty-five years; Coleman, about six years; Henry, about four years, and Deffe and Tense, about one year; Lavinia, about sixteen years, and Landro, about two years; Edmund Bell, about forty-four years; Vicy, about forty-two years; Elias Bell, about fifteen years; Mahala, about thirteen years; Young Edmund, about four years; Dick, about thirty-one years; Bob (Carolina), about twenty-seven years; Old Maria, about fifty-three years; Little Louisa, about twenty-five years, and America, about two years; Elvira, about twenty-one years, and Jerry, about two years, and Nancy, about one year; Patsy, about sixteen years; Willis, about six years; Blaize, about fifty-four years, and Chloe, about forty-one years; Ben or Bene, about twenty-eight years; Stephen, about thirty-three years; Charlotte, about nineteen years, and Tabitha, about one year; Big Jane, about fifty-three years; George Washington, about twenty years; Henry, about fourteen years; George Lee, about thirty-six years, and Richard, about three years; Little Maria, about nineteen years; Tom, about thirty-three years; Eliza, about thirty-four years, and John Aaron, about two years; Mary, about nineteen years; Isaac Ben Jacob, about eighteen years; Charles, about sixteen years; Rachel, about fifteen years, and Cynthia, about one year; William, about eighteen years; Britton, about thirty-nine years; Little Jane, about thirty-one years, and Clarissa, about four years; Alfred, about thirty-three years; Ben, Alabama, about thirty-one years; Manuel, about sixteen years; Andrew, about thirteen years; Judy, about thirty-eight years; Wallace, about thirty-three years; Ben (or Jordan), about twenty-three years; Louis, about thirty-two years; Harriet, about sixteen years; Pleasant, about thirty-two years, and her children Jane, about six months old, and Hannah, about four years old; Patsey, about seventeen, and Morris, her child, about two years old; Jack, about fifty-three years old; Hortense, about forty-three years; Levi, about twenty-five years; Mary Haie (Mary Jake), about thirty-four years;

Dublin, about forty-four years; America, about thirty-seven years; Mary, about fifty-two years; Sophia, about fifteen years; Minty, about thirty-one years; Charlotte, about thirty-three years; Rosilla, about thirteen years; Martha, about sixteen years; Willis, about forty years; Clarissa, about thirty-seven years; Charlotte, a griffe, aged about thirty-three years, and Belford, her son, aged about twelve years; Philip, about seventy years; Mary Anne, about twenty years, a griffe; Jacob, about sixty years; Cynthia, about fifty-three years, and Paul, about fifty-one years. And that the persons having said slaves, and their increase, in their possession, or any other of the said slaves, and their increase, mentioned in the said bill of complaint, do deliver up the same to the Marshal, or his deputy, on the said first day of July of the present year, in the city of Galveston, or wherever therefor demanded, and that the said Marshal or any of his lawful deputies, on the said third day of July, or as soon thereafter as may be, and for as many days succeeding as may be necessary, after having made advertisement of the time, place, and terms of sale, in two of the newspapers published in the city of Galveston, and one published in the city of Houston, and one published in the county of Brazoria, in the State of Texas, for at least three months before the day of such sale—that is before the said third day of July—do proceed to sell at public auction, between the hours of ten A. M. and four P. M., on the day aforesaid, in front of the Court-House door of this Court, in the said city of Galveston, for cash, to the highest bidder, all and every of the said slaves, and their said increase then in his possession, not separating families, except where the children are over ten years of age; and make bills of sale of such slaves, so sold to the purchasers, and receive the proceeds of such sales, and out of the proceeds of such sales, after first deducting therefrom the costs of the said sale, including the cost of advertising, keeping, and maintaining the said slaves during the time of such sale, making bills of sale, and also the legal commissions due to the Marshal for making such sale, at once pay over to the complainant, or its attorney in fact, or solicitors, in this cause, the full sum of nineteen thousand nine hundred and one $\frac{79}{100}$ dollars, before stated, being the amount aforesaid of the debt, interest, and costs, remaining due from the said defendants to the said complainant, and the balance remaining of such proceeds, or of any further proceeds, if any such balance exists, after satisfying this desire, and then that rendered in the cause of The Union Bank of Louisiana, complainant, against the same defendants, the said Marshal shall pay over to the said defendants, and that an order of sale issue at once for this purpose to the Marshal, or any of his lawful deputies, reciting this decree and returnable to the next term of this Court, to be held at Galveston aforesaid; and that the said complainant, its attorney or solicitors, be allowed to bid at such sale.

And it is further ordered, adjudged, and decreed by the Court, that in case the proceeds of sale hereinbefore ordered of such negro slaves, hereinbefore mentioned or referred to, as by the day of

sale come into the possession of the officer making the same, do not amount to satisfy the debt, interest, and costs due from the said defendant to the said complainant, as hereinbefore stated, then the said Marshal, or any of his lawful deputies, shall at once proceed to seize, sequester, and take into his possession all and every the said slaves, and their increase, mentioned in the said bill, or in this decree, wherever the same may be found in this District, and an order and writ of sequestration shall issue for that purpose, returnable to the next term of this Court as aforesaid, with *alias* and *pluries*, writs, if requested: and at the expiration of one month from the time of each such service, the said Marshal as aforesaid shall, after the same advertisement, for the space of twenty days, and at the same place, and on the same terms, sell the said slaves so seized by him, make bills of sale therefor, and receive the proceeds of such sale, and after deducting the costs of such sale, as before stated, at once pay over such proceeds, as before stated, to the said complainant, its attorney in fact, or solicitors herein, until the said sum due to the said complainant, with legal interest thereon, be wholly satisfied.

It is further ordered, adjudged, and decreed, that this decree, being the final end and termination of this cause, according to the agreement of the parties and order of this Court, made on the twenty-eighth day of December, one thousand eight hundred and forty-nine, the said agreement hereby terminates, and the persons in possession of the said slaves under the said agreement, are bound hereby to deliver them to the Marshal, as required in this decree, on the day herein stated, praying therefor proportionally, the sum of two thousand dollars, for the term commencing on the first day of January of the present year.

And it is further ordered, adjudged, and decreed, that should the amount made upon the sales aforesaid not be sufficient to pay and satisfy the amount remaining due to the said complainant, and also the amount remaining due to The Union Bank of Louisiana, in another cause in this Court against the same defendants, that the said Union Bank of Louisiana be first paid; that, temporary deposition of the fund being hereby consented to by the complainant, and that it be referred to M. M. Potter, Esquire, Master in Chancery, to determine which of the said complainants is entitled to be first paid out of the said proceeds, and their respective rights and priorities to the said proceeds: and the said Master shall, after hearing the evidence adduced, make his report to this Court, and such further proceedings may be had, either by an issue at law or otherwise, as may be necessary to determine the said respective rights and priorities of the said complainants; and that in case the decision be against The Union Bank of Louisiana, the said bank shall pay over to the complainant herein, the overplus before paid to the former, deducting therefrom one-fifth of the charges and expenses allowed to the Receiver, less the sum of three hundred and forty $\frac{60}{100}$ dollars,

heretofore contributed towards such expenses by the said complainant herein; but in case the proceeds of the sale be sufficient to satisfy both decrees, then the Union Bank of Louisiana shall refund to the said Canal and Banking Company the said sum of three hundred and forty $\frac{60}{100}$ dollars, heretofore paid by the latter, without interest.

JOHN C. WATROUS.

I acknowledge service of notice of motion to enter the foregoing decree, March 2d, 1854.

ROB. HUGHES,
for Def'ts.

And afterwards, to wit: on the same day said decree was made the decree of the Court, and is of the words and in the tenor following, to wit:—

Decree.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:

Between THE NEW ORLEANS CANAL AND BANKING COMPANY,
Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND STAFFORD, his wife,
Defendants.

This cause came on to be further heard at the last term of this Court, upon the mandate of the Supreme Court of the United States, and the decree of said Court, rendered at the December Term thereof, 1851, and upon the former and other proceedings herein, and the same was held under consideration until this term, and the Court being now fully advised, and proceeding to render final decree in favor of the said complainant, in accordance with the said mandate and decree of the said Supreme Court, and the parties being now present by their solicitors and counsel, it is now hereby ordered, adjudged, and decreed by the Court here, that the said defendants, Josiah S. Stafford and Jeanetta Kirkland Stafford his wife, do pay unto the said complainant, The New Orleans Canal and Banking Company, on or before the first day of July, in the present year of our Lord one thousand eight hundred and fifty-four, the full sum of nineteen thousand nine hundred and one $\frac{79}{100}$ dollars; the same being the amount found to be due on said last-mentioned day from the said defendants to the said complainant, by reason of the promissory notes and mortgage in the bill of complaint mentioned, and which are filed in this cause, and as also costs in this cause, due from the said defendants to the said complainants, according to the report of the Master to whom this account was referred; which report, filed in Court on the eighteenth day of February, inst., has been

duly confirmed; and thereupon the full, complete, and punctual payment of the said sum of nineteen thousand nine hundred and one $\frac{19}{100}$ dollars, on the said first day of July of the present year, the negro slaves seized by the Receiver in the cause pending in this Court of The Union Bank of Louisiana against the same defendants, and the possession of the said Receiver extended to this cause, which said slaves are now in the possession of other parties under contracts of hire, made by leave of the Court, be forthwith delivered to the said defendants; but in default of such full, complete, and punctual payment of the said amount on the day aforesaid, to be made by the said defendants to the said complainants; and in case the said defendants fail to pay the same as herein ordered, adjudged and decreed by the Court here, that the said defendants, and all others claiming under or from both or either of them be forever and absolutely barred and foreclosed of and from all equity of redemption, and of and from all and every claim, right, and interest in and to the negro slaves in the said bill of complaint mentioned and described, and the increase of the females of the said slaves born from and after the twenty-first day of June, eighteen hundred and thirty-seven, or any of them; and that the said defendants deliver over to the said complainant all deeds, evidences, and writings relating to, or affecting the said slaves, or any of them.

And it is further ordered, adjudged, and decreed by the Court here, that in default of the payment to be made on or before the said first day of July of the present year, to the said complainant, of the said amount so due from the said defendants to the said complainant, and the payment thereof to be evidenced by the filing of a receipt therefor in the office of the Clerk of this Court from the said complainant, or its duly constituted attorney in fact, or the solicitors in this cause, the Marshal of this District, or any of his lawful deputies shall at once seize and take into his possession all and every of the said negro slaves, and their said increase, now in the possession of any person holding the same, whether under contracts of hire or otherwise; among which slaves are those now known by the following names, to wit: Bob Davenport, aged about thirty-seven years; Venus, about thirty-three years; Elizabeth, about six years, and Lyle, about two years; Tisha, about seven years, and Dinah, about five years; Philip, about fifteen years, and Edy, about thirteen years; Bob Bayou Bœuf, about thirty-five years; Nannette, about twenty-seven years; Claiborne, about eleven years; Thad, about seven years; Guss, about nine years, and Dublin, about four years; Pierre, about thirty-four years; Austin, about thirty-four years; Louisa, about twenty-seven years; Horace, about four years; Noel, about two years, and Milley, about one year; Ned, about twenty-one years; Julia, about twenty-three years, and Mary Anne, about two years; Jim, about twenty-eight years; Maria Johnson, about thirty-five years; Coleman, about six years; Henry, about four years, and Deffey and Tense, about one year; Lavinia, about six-

teen years, and Landro, about two years; Edmund Bell, about forty-four years; Vicey, about forty-two years; Elias Bell, about fifteen years; Mahala, about thirteen years; Young Edmund, about four years; Dick, about thirty-one years; Bob (Carolina), about twenty-seven years; Old Maria, about fifty-three years; Little Louisa, about twenty-five years, and America, about two years; Eliza, about twenty-one years, and Jerry about two years, and Nancy, about one year; Patsey, about sixteen years; Willis, about six years; Blaize, about fifty-four years, and Chloe, about forty-one years; Ben or Bene, about twenty-eight years; Stephen, about thirty-three years; Charlotte, about nineteen years, and Tabitha, about one year; Big Jane, about fifty-three years; George Washington, about twenty years; Henry, about fourteen years; George Lee, about thirty-six years; Violet, about thirty-five years, and Richard, about three years; Little Maria, about nineteen years; Tom, about thirty-three years; Elvira, about thirty-four years, and John Aaron, about two years; Mary, about nineteen years; Isaac Ben Jacob, about eighteen years; Charles, about sixteen years; Rachel, about fifteen years, and Cynthia, about one year; William, about eighteen years; Britten, about thirty-nine years; Little Jane, about thirty-one years, and Clarissa, about four years; Alford, about thirty-three years; Ben (Alabama), about thirty-one years; Manuel, about sixteen years; Andrew, about thirteen years; Judy, about thirty-eight years; Wallace, about thirty-three years; Ben, (or Jordan), about twenty-three years; Lewis, about thirty-two years; Harriet, about sixteen years; Pleasant, about thirty-two years, and her children Jane, about six months old, and Hannah, about four years old; Patsey, about seventeen years old, and Morris, her child, about two years old; Jack, about fifty-three years; Hortense, about forty-three years; Levi, about twenty-five years; Mary Haie (Mary Jake), about thirty-four years; Dublin, about forty-four years; America, about thirty-seven years; Mary, about fifty-two years; Sophia, about fifteen years; Minty, about thirty-one years; Charlotte, about thirty-three years; Rosilla, about thirteen years; Martha, about sixteen years; Willis, about forty years; Clarissa, about thirty-seven years; Charlotte, a griffe, aged about thirty years, and Belford, her son, aged about twelve years; Philip, about seventy years; Mary Anne, about twenty years, a griffe; Jacob, about sixty years; Cynthia, about fifty-three years, and Pierre, about fifty-one years.

And that the persons having said slaves and their increase in their possession, or any other of the slaves and their increase mentioned in the said bill of complaint, do deliver up the same to the Marshal or his deputy, on the said first day of July of the present year, in the City of Galveston, or whenever therefor demanded; and that the said Marshal or any of his lawful deputies, on the said third day of July, or as soon thereafter as may be, and for as many days succeeding as may be necessary, after having made advertisement of the time, place and terms of sale, in two of the newspapers pub-

lished in the City of Galveston, and one published in the City of Houston, and one published in the County of Brazoria, in the State of Texas, for at least three months before the day of such sale, that is, before the said 3d day of July, do proceed to sell at public auction, between the hours of ten A. M. and four P. M., on the day last aforesaid, in front of the Court-house door of this Court, in the said City of Galveston, for cash, to the highest bidder, all and every of the said slaves, and their said increase, then in his possession, not separating families, except when the children are over ten years of age, and make bills of sale of such slaves so sold to the purchasers, and receive the proceeds of such sale; and out of the proceeds of such sales, after first deducting therefrom the costs of the said sale, including the cost of advertising, keeping and maintaining the said slaves during the time of such sale, making bills of sale, and also the legal commission due to the Marshal for making such sale, at once pay over to the said complainant, or its attorney in fact, or solicitors in this cause, the full sum of nineteen thousand nine hundred and one $\frac{79}{100}$ dollars, before stated, being the amount aforesaid of the debt, interest and costs, remaining due from the defendants to the said complainant. And the balance remaining of such proceeds, or of any further proceeds, if any such balance exists after satisfying this decree; and then that rendered in the cause of The Union Bank of Louisiana, complainant, against the same defendants, and that an order of sale issue at once, for this purpose, to the said Marshal or any of his lawful deputies, reciting this decree and returnable to the next term of this Court, to be held at Galveston aforesaid, and that the said complainant, its attorney or solicitors, be allowed to bid at such sale.

And it is further ordered, adjudged and decreed by the Court, that in case the proceeds of sale hereinbefore ordered of such negro slaves hereinbefore mentioned or referred to, as may by the day of sale come into the possession of the officer making the same, do not amount to satisfy the debt, interest and costs, due from the said defendants to the said complainant, as hereinbefore stated, then the said Marshal, or any of his lawful deputies, shall at once proceed to seize, sequester and take into possession all and every the said slaves and their increase mentioned in the said bill, or in this decree, wherever the same may be found in this District, and an order and writ of sequestration shall issue for that purpose, returnable to the next term of this Court aforesaid, with *alias* and *pluries* writs if required; and at the expiration of one month from the time of each such seizure, the said Marshal, as aforesaid, shall, after the same advertisement, for the space of twenty days, and at the same place and on the same terms, sell the said slaves so seized by him, make bills of sale therefor, and receive the proceeds of such sale, and, after deducting the costs of such sale, as before stated, at once pay over such proceeds, as before stated, to the said complainant, its attorney in

fact or solicitors herein, until the said sum due to the said complainant, with legal interest thereon, be wholly satisfied.

And it is further ordered, adjudged and decreed, that this decree being the final end and termination of this cause, according to the agreement of the parties, and order of this Court, made on the twenty-eighth day of December, one thousand eight hundred and fifty-nine, the said agreement hereby terminates, and the persons in possession of the said slaves under the said agreement are bound hereby to deliver them to the Marshal, as required in this decree on the day herein stated, paying therefor proportionally the sum of two thousand dollars, for the term commencing on the first day of January of the present year.

And it is further ordered, adjudged and decreed, that should the amount made upon the sales aforesaid not be sufficient to pay and satisfy the amount remaining due to the said complainant, and also the amount remaining due to The Union Bank of Louisiana in another cause in this Court, against the same defendants, that the said Union Bank of Louisiana be first paid; that temporary disposition of the fund being hereby consented to by the complainant, and that it be referred to M. M. Potter, Esquire, Master in Chancery, to determine which of the said complainants is entitled to be first paid out of the said proceeds, and their respective rights and priorities to the said proceeds, and the said Master shall, after hearing the evidence adduced, make his report to this Court, and such further proceedings may be had either by an issue at law or otherwise, as may be necessary to determine the said respective rights and priorities of the said complainants; and that in case the decision be against The Union Bank of Louisiana, the said Bank shall pay over to the complainant herein, the surplus before paid to the former, deducting therefrom one-fifth of the charges and expenses allowed to the Receiver, less the sum of three hundred and forty $\frac{60}{100}$ dollars, heretofore contributed towards such expenses by the said complainant herein; but in case the proceeds of the sales be sufficient to satisfy both decrees, then The Union Bank of Louisiana shall refund to the said Canal and Banking Company the said sum of three hundred and forty $\frac{60}{100}$ dollars heretofore paid by the latter, without interest.

JOHN C. WATROUS.

And afterwards, to wit: on the ninth day of March, of the same year last aforesaid, the defendants entered into an appeal bond with Patrick Perry, which was filed in the Court here, and is of the words and in the tenor following, to wit:—

Appeal Bond.

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

Know all men by these presents, that we, Josiah S. Stafford and Jeanetta K. his wife, and Patrick Perry, their security, are held and

firmly bound unto the New Orleans Canal and Banking Company in the just and full sum of five thousand two hundred dollars, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 8th day of March, A. D. 1854.

The condition of the above obligation is such, that whereas the above bound Josiah S. Stafford and Jeanetta K. his wife, have this day prayed an appeal to the next term of the Supreme Court of the United States, to be held at Washington on the first Monday in the month of December next, from a decree rendered against them in the District Court of the United States for the District of Texas, at Galveston, in the suit in Chancery, said New Orleans Canal and Banking Company, complainant, and said Josiah S. Stafford and Jeanetta K. his wife, defendants; and which decree was rendered on the second day of the present month.

Now if the said Josiah S. Stafford and Jeanetta K. his wife, when said appeal shall be granted, shall prosecute said appeal to effect, and shall well and truly answer, pay and satisfy all damages, charges, and costs which may be awarded and adjudged by said Supreme Court to the said New Orleans Canal and Banking Company, or which said Company may incur or sustain, if said Josiah S. Stafford and Jeanetta K. his wife, shall fail to make their said appeal good, then this obligation to be void, *also* to be and remain in full force and effect.

J. S. STAFFORD, [SEAL.]
JEANETTA K. STAFFORD, [SEAL.]
By ROB. HUGHES, her Attorney.

PATRICK PERRY, [SEAL.]
By ROB. HUGHES, his Attorney in fact.

Two words erased and one interlined on first page, and two erased in second page, before signed. (See original.)

Signed, sealed, and delivered in presence of
F. J. PARKER,
CHAS. ROSSIGNOL.

I approve the above bond this 9th day of March, A. D. 1854.
JOHN C. WATROUS,
U. S. Judge.

And thereupon, to wit: on the same day and year, the following power of attorney of Patrick Perry to Robert Hughes, was filed in the Court here, to wit:—

Power of Attorney.

Know all men by these presents that I, Patrick Perry, of the county of Galveston and State of Texas, have nominated, constituted, and

appointed, and by these presents do nominate, constitute, and appoint Robert Hughes, of the said city of Galveston, my true and lawful attorney in fact, for me and in my name to sign, seal and deliver as security for Josiah S. Stafford and Jeanetta K. his wife, any bond or bonds which may be necessary to take an appeal to the Supreme Court of the United States from any decree or decrees rendered or hereafter to be rendered in the District Court of the United States for the District of Texas, at Galveston, in the suit in Chancery, The New Orleans Canal and Banking Company of Louisiana, complainant, and said Stafford and wife, defendants, thereby ratifying and confirming whatever my said attorney may do in the premises, by virtue of these presents.

Witness my hand and seal this 8th day of March, A. D. 1854.

PATRICK PERRY. [SEAL.]

Witness.
W. D. ROBINSON,
R. D. JOHNSON.

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

This day Patrick Perry appeared before me, Robert D. Johnson, one of the Commissioners of Affidavits and Bail in Civil Cases, in the Court of the United States, duly appointed in said District, and made oath in due form, that he is worth six thousand dollars besides all his debts and liabilities of all kinds whatever.

PATRICK PERRY.

Subscribed and sworn to, this 8th day of March, A. D. 1854.

R. D. JOHNSON,
U. S. Commissioner.

And thereupon, to wit: on the same day and year, the objections of complainants to the appeal bond were filed in the Court here, which is in the words and of the tenor following, to wit:—

Objections to Appeal Bond.

IN THE DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:

Between
THE NEW ORLEANS CANAL AND BANKING COMPANY, Complainant,
and
JOSIAH S. STAFFORD and JEANETTA KIRKLAND, his wife, Defendants.
} In Chancery.

The complainant, by its counsel, objects to the approval of the appeal bond tendered by the defendants, because it is offered by the

counsel for the defendants to execute the said appeal bond in the name of Patrick Perry as surety, by virtue of a certain paper writing purporting to be a power of attorney from said surety to said Robert Hughes, and said paper writing is not under seal, but has only an ink scroll affixed to the name of the signer; and also because the affidavit of justification does not show that the property of the affiant is liable to execution, and does not show that the affiant has sufficient property wherewith to satisfy the penal amount of the said bond.

And the said complainant also objects to the said bond being received to supersede or stay the decree, because the penalty of said bond is much less than the amount of the decree, and is wholly insufficient, and for other defects and irregularities apparent thereon.

W. P. BALLINGER,
Solicitor for Complainant.

And thereupon, to wit: on the same day and year last aforesaid, an order was made by the Court regarding the sufficiency of the appeal bond, which is of the words and in the tenor following, to wit:—

Order.

THE NEW ORLEANS CANAL & BANKING CO.
vs.
JOSIAH S. STAFFORD & WIFE.

On this day the defendants, by their counsel, prayed an appeal to the Supreme Court of the United States, at their next term, to be held in the City of Washington on the first Monday in December next, from the decree of the Court, rendered in favor of complainants against defendants; and to them it is granted, on condition that they enter into a good and sufficient bond, with good and sufficient surety, in the penal sum of five thousand two hundred dollars. And the Court having inspected the same, and being satisfied it is in conformity to law and the order of the Court, and that the surety is good and sufficient, it is now ordered that the bond be approved and filed. It is ordered to be entered that the appeal bond taken and filed in this cause operates as a supersedeas to the decree.

And afterwards, to wit: on the tenth day of March of the same year, a notice from complainants to defendants was filed in the Court here, which is in the words and of the tenor following, to wit:—

Notice.

IN THE DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:

Between
THE NEW ORLEANS CANAL AND BANKING COMPANY, Complainants,
and
JOSIAH S. STAFFORD and his wife, JEANETTA KIRKLAND, Defendants.
} In Chancery.

To Josiah S. Stafford and Jeanetta Kirkland Stafford, his wife, defendants, or Robert Hughes, Esq., their solicitor and counsel.

Take notice that, at the special term of the Supreme Court of the United States, to be held at Washington City on the first Monday of April next, as soon as counsel can be heard, I shall cause a motion to be made, on the part of the New Orleans Canal and Banking Company aforesaid, to dismiss the appeal lately taken by the said Stafford and wife in the above entitled cause, or to discharge its effect as a supersedeas to the decree, for the want of a sufficient and adequate appeal bond.

W. P. BALLINGER,
Solicitor and Counsel for the above Complainants.

I acknowledge due service of the above notice.

ROBT. HUGHES,
for Defendants.

GALVESTON, *March* 10, 1854.

And afterwards, to wit: on the third day of July, of the same year, the petition of complainants to carry decree into execution was filed in the Court here, and is in the words and of the tenor following, to wit:—

Petition.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:

To the Honorable John C. Watrous, Judge of the District Court of the United States, having and exercising the powers and jurisdiction of a Circuit Court of the same for the District of Texas, sitting in equity.

The petition of the Union Bank of Louisiana, a corporation duly established by the laws of the State of Louisiana, and the complainant in a certain cause lately depending before your Honor in chancery, wherein Josiah S. Stafford and Jeanetta Kirkland Stafford, his wife, are defendants, respectfully sheweth unto your Honor—

That, on the twenty-fifth day of February, A. D. 1854, a final

decree was rendered in the cause above mentioned in favor of your petitioner, whereby it was, among other things, ordered that the sums accruing from the hire of the slaves in the custody of the Receiver, *pendente lite*, amounting to twenty-five thousand three hundred and seventy-nine dollars and thirty-nine cents, should be paid by the Receiver to the complainant, your petitioner, and credited on the total amount due by the defendants; and in case the defendants failed to pay over the balance remaining due after such credit, amounting to thirty-nine thousand eight hundred and seventy-seven dollars and thirteen cents, on the first day of July, 1854, they should be foreclosed of their equity of redemption, and the Marshal should seize and sell the mortgaged slaves at public auction, on the third day of said month, or as soon thereafter as may be, after giving three months' notice, by advertisement, of the time, place, and terms of sale, and should pay to the said complainant, your petitioner, out of the proceeds of the sale, the aforesaid sum of thirty-nine thousand eight hundred and seventy-seven dollars and thirteen cents, with legal interest thereon, in satisfaction of the debt due to your petitioner; and that, in order to carry the provisions of the said decree into effect, an order of sale should at once issue to the Marshal, and also a writ of sequestration, with *alias* and *pluries* writs, if necessary, should issue in cases provided by said decree.

And your petitioner further showeth that the said decree has not been fully or properly carried into effect, because the said defendants, on the seventh day of March, A. D. 1854, prayed an appeal, and the following order was made by your Honor in the said cause:—

"On this day came the defendants, by their counsel, and prayed an appeal to the Supreme Court of the United States, to be held in Washington City on the first Monday in December next, from the decree of the Court rendered in favor of complainants against defendants; and to them it is granted upon condition that the defendants enter into a good and sufficient bond, with good and sufficient security, in the penal sum of ten thousand dollars, conditioned that they prosecute their appeal, and answer all damages and costs, if they fail to make their appeal good; and thereupon the defendants, in open Court, tendered a bond, with S. C. Stanley, Patrick Perry, and William H. Clark as sureties, in the sum of ten thousand dollars; and the Court having inspected the bond, and being satisfied it is in conformity to law and the order of the Court herein, and that the sureties are good and sufficient: It is now ordered that the bond be approved and filed. It is ordered to be entered that the bond of appeal taken and filed in this cause operates as a supersedeas to the decree of the Court."

And your petitioner further says, that its solicitors and attorneys, who represent its interest in the said cause, have at divers times, since the rendition of the said decree, applied to the Deputy Clerk and Deputy Marshal in charge of their respective affairs to issue and execute the proper process to carry the said decree into due effect;

but the said officers have refused so to do, alleging as a ground for such refusal, that as your Honor had held that the appeal so as aforesaid taken by the said defendants, operated as a supersedeas, and absolutely stayed the execution of said decree, any proceeding on their part therein, without the express order or fiat of your Honor, would expose them to punishment as for a contempt of the Court.

And your petitioner further says, that in order to obtain relief from the order so as aforesaid made by your Honor, admitting the said appeal to operate as a supersedeas to the said decree, your petitioner, by its counsel, made a motion in the Supreme Court of the United States, at the last and special term thereof, and after the said order had been entered; whereby your petitioner moved the said Court to dismiss the said appeal and to award a *procedendo* to the Court over which your Honor presides; and although the said motion was not granted, because it was the opinion of the said Supreme Court that it could not regularly be made before the said cause was regularly docketed on appeal; yet the said Supreme Court, in the course of their opinion, a true copy whereof is herewith exhibited to your Honor, expressly decided that the appeal bond given in the said cause, as before stated, was not given in a sufficient penal sum to make the said appeal operate as a supersedeas to the said decree; and that your Honor had no discretion to fix a less amount than the amount of the debt, for which such bond should be given; and thereafter, upon the application of your petitioner, by its counsel, the said Supreme Court granted a rule on your Honor to show cause why a peremptory writ of mandamus should not issue, requiring you to cause the said decree to be carried into execution.

And your petitioner further says, and here showeth to your Honor, that the order aforesaid, allowing the said appeal to operate as a supersedeas, is illegal, void, and of none effect, being made in contravention to an express law of the United States, which left your Honor no discretion in the premises; and that the said appeal, so as aforesaid taken, does not and cannot rightfully operate to stay or suspend the execution of the said decree. That your petitioner ought to have the benefit of the said decree, and of all of its provisions, without further delay; and that inasmuch as the officers of the Court will not act herein without the order, allowance, or fiat of your Honor, your petitioner is now entitled to the same in such form as to your Honor may seem proper for the object before stated.

Whereupon your petitioner prays your Honor, after due hearing and consideration, to make and sign such order, allowance, or fiat, as may seem most suitable in the premises, requiring and permitting the Clerk of this Court to issue the order of each, the writ or writs of sequestration, and any other process granted by the said final decree, or proper or necessary to carry the same into due, full, and immediate effect: and your petitioner will ever pray, &c.

E. ALLEN & W. G. HALE,
Counsel for Union Bank of La.

GALVESTON, *July* 3*d*, 1854.

decree was rendered in the cause above mentioned in favor of your petitioner, whereby it was, among other things, ordered that the sums accruing from the hire of the slaves in the custody of the Receiver, *pendente lite*, amounting to twenty-five thousand three hundred and seventy-nine dollars and thirty-nine cents, should be paid by the Receiver to the complainant, your petitioner, and credited on the total amount due by the defendants; and in case the defendants failed to pay over the balance remaining due after such credit, amounting to thirty-nine thousand eight hundred and seventy-seven dollars and thirteen cents, on the first day of July, 1854, they should be foreclosed of their equity of redemption, and the Marshal should seize and sell the mortgaged slaves at public auction, on the third day of said month, or as soon thereafter as may be, after giving three months' notice, by advertisement, of the time, place, and terms of sale, and should pay to the said complainant, your petitioner, out of the proceeds of the sale, the aforesaid sum of thirty-nine thousand eight hundred and seventy-seven dollars and thirteen cents, with legal interest thereon, in satisfaction of the debt due to your petitioner; and that, in order to carry the provisions of the said decree into effect, an order of sale should at once issue to the Marshal, and also a writ of sequestration, with *alias* and *pluries* writs, if necessary, should issue in cases provided by said decree.

And your petitioner further showeth that the said decree has not been fully or properly carried into effect, because the said defendants, on the seventh day of March, A. D. 1854, prayed an appeal, and the following order was made by your Honor in the said cause:—

"On this day came the defendants, by their counsel, and prayed an appeal to the Supreme Court of the United States, to be held in Washington City on the first Monday in December next, from the decree of the Court rendered in favor of complainants against defendants; and to them it is granted upon condition that the defendants enter into a good and sufficient bond, with good and sufficient security, in the penal sum of ten thousand dollars, conditioned that they prosecute their appeal, and answer all damages and costs, if they fail to make their appeal good; and thereupon the defendants, in open Court, tendered a bond, with S. C. Stanley, Patrick Perry, and William H. Clark as sureties, in the sum of ten thousand dollars; and the Court having inspected the bond, and being satisfied it is in conformity to law and the order of the Court herein, and that the sureties are good and sufficient: It is now ordered that the bond be approved and filed. It is ordered to be entered that the bond of appeal taken and filed in this cause operates as a supersedeas to the decree of the Court."

And your petitioner further says, that its solicitors and attorneys, who represent its interest in the said cause, have at divers times, since the rendition of the said decree, applied to the Deputy Clerk and Deputy Marshal in charge of their respective affairs to issue and execute the proper process to carry the said decree into due effect;

but the said officers have refused so to do, alleging as a ground for such refusal, that as your Honor had held that the appeal so as aforesaid taken by the said defendants, operated as a supersedeas, and absolutely stayed the execution of said decree, any proceeding on their part therein, without the express order or fiat of your Honor, would expose them to punishment as for a contempt of the Court.

And your petitioner further says, that in order to obtain relief from the order so as aforesaid made by your Honor, admitting the said appeal to operate as a supersedeas to the said decree, your petitioner, by its counsel, made a motion in the Supreme Court of the United States, at the last and special term thereof, and after the said order had been entered; whereby your petitioner moved the said Court to dismiss the said appeal and to award a *procedendo* to the Court over which your Honor presides; and although the said motion was not granted, because it was the opinion of the said Supreme Court that it could not regularly be made before the said cause was regularly docketed on appeal; yet the said Supreme Court, in the course of their opinion, a true copy whereof is herewith exhibited to your Honor, expressly decided that the appeal bond given in the said cause, as before stated, was not given in a sufficient penal sum to make the said appeal operate as a supersedeas to the said decree; and that your Honor had no discretion to fix a less amount than the amount of the debt, for which such bond should be given; and thereafter, upon the application of your petitioner, by its counsel, the said Supreme Court granted a rule on your Honor to show cause why a peremptory writ of mandamus should not issue, requiring you to cause the said decree to be carried into execution.

And your petitioner further says, and here showeth to your Honor, that the order aforesaid, allowing the said appeal to operate as a supersedeas, is illegal, void, and of none effect, being made in contravention to an express law of the United States, which left your Honor no discretion in the premises; and that the said appeal, so as aforesaid taken, does not and cannot rightfully operate to stay or suspend the execution of the said decree. That your petitioner ought to have the benefit of the said decree, and of all of its provisions, without further delay; and that inasmuch as the officers of the Court will not act herein without the order, allowance, or fiat of your Honor, your petitioner is now entitled to the same in such form as to your Honor may seem proper for the object before stated.

Whereupon your petitioner prays your Honor, after due hearing and consideration, to make and sign such order, allowance, or fiat, as may seem most suitable in the premises, requiring and permitting the Clerk of this Court to issue the order of each, the writ or writs of sequestration, and any other process granted by the said final decree, or proper or necessary to carry the same into due, full, and immediate effect: and your petitioner will ever pray, &c.

E. ALLEN & W. G. HALE,
Counsel for Union Bank of La.

GALVESTON, *July* 3*d*, 1854.

And thereupon, to wit: on the twelfth day of July of the same year, the following agreement of complainants and defendants was filed in the Court here, to wit:—

DISTRICT COURT OF THE UNITED STATES,
District of Texas:

Between THE NEW ORLEANS CANAL AND BANKING COMPANY,
Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND STAFFORD, his wife,
Defendants.

It is agreed in the above cause that a petition to carry into execution the decree made by this Court in said suit, on the 2d day of March, 1854, similar in purport and effect to the petition filed in this Court on the 3d day of July instant, in the case of the Union Bank of Louisiana against J. S. Stafford and wife, shall be considered as duly filed, and notice thereof received, and that the same order which may be made by the Judge in said petition of the Union Bank shall be made in this cause with proper changes, merely to conform to the decree, and made in this cause.

W. P. BALLINGER,
Complainants' Solicitor.

ROB. HUGHES,
For Defendants.

GALVESTON, *July 12th*, 1854.

And afterwards on the same day and year, a copy of the opinion of the Supreme Court regarding the execution of decree, was filed here, which is in the words and of the tenor following, to wit:—

Opinion of Supreme Court.

Supreme Court of the United States, December Term, 1853.

Ex parte: In the matter of

JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife, App'lts,
vs.
THE UNION BANK OF LOUISIANA.

On motion to dismiss the appeal and award a *procedendo*.

This is an appeal from the District Court of Texas, and a motion is made to dismiss it, on the ground that security has been given in the sum of ten thousand dollars only, when the sum decreed to be paid was sixty-five thousand dollars; and a *procedendo* is prayed, commanding the District Court to execute the decree.

Notice of this motion was acknowledged by the counsel for the appellant the 11th of March, 1854.

As the appeal was taken since the commencement of the present term, the appellant is not bound to file the record until the next term.

By the decree in the District Court, a mortgage on a large number of slaves, to secure the payment of a debt due to The Union Bank of Louisiana, was foreclosed: a Receiver having been previously appointed, who hired out the slaves and received the hire, he was directed by the decree to pay to the Bank the sum of twenty-five thousand three hundred and twenty-nine dollars and thirty-nine cents, moneys in his hands, and that the residue of the money due, amounting to the sum of thirty-nine thousand eight hundred and seventy-seven dollars and thirteen cents, should be paid on the first day of July next; and if not so paid, that the slaves should be seized and sold.

On the seventh day of March, 1854, the tenth day after the decree was entered, the defendants prayed an appeal, which was granted, and on the same day a bond was given in the penal sum of ten thousand dollars, as required by the Court.

As the appeal has not been regularly entered on the docket, and as the appellant is not bound to enter it until next term, a motion to dismiss it cannot be entertained; but as the record is before us which states the facts on which the motion is founded, the Court will suggest their views of the law with regard to an important point of practice.

The Act of 1803 places appeals in Chancery on the same footing as writs of error; and in the case of Cattell *vs.* Brodie, 9 Wheat. 553, this Court held that security must be given on a writ of error, to operate as a supersedeas, for the amount of the judgment. By the Act of 12th December, 1794, when a stay of execution is not desired, security shall be given only to answer costs.

A motion was made in the District Court to dismiss the allowance of the appeal, on the ground that security in the amount of the decree had not been given. This was approved by the counsel of the appellants, and it was alleged, as the Receiver had given two bonds, each in the penalty of twenty thousand dollars, for the faithful discharge of his duties, and as the mortgaged slaves were in possession of persons who had hired them, who had given bonds in the joint penalty of eighty thousand dollars for the safe keeping and delivery of the slaves, that no further security under the statute ought to be required, to entitle the appellant to a supersedeas under the decree. The Court overruled the motion.

The decision of this Court in the case above entitled was, that the words of the Act: "sufficient security that the plaintiff in error shall prosecute his writ to effect, and answer all damages and costs, if he fails to make his plea good," do not refer to "the nature of the claim upon which the original judgment is founded, but that they are descriptive of the indemnity which the defendant is entitled to if the judgment be affirmed." And the Court further say, "whatever

losses he, the defendant in error, may sustain by the judgment not being satisfied and paid after the affirmance, these are the damages which he has sustained, and for which the bond ought to give good and sufficient security."

If this construction of the statute be adhered to, the amount of the bond given on the appeal, must be the amount of the judgment or decree. There is no discretion to be exercised by the Judge taking the bond, where the appeal or writ of error is to operate as a supersedeas; this rule was established in 1817, and it has been adhered to ever since.

The hardship of this rule on the appellant, is more imaginary than real. Suppose the appellant had given ample personal security on the original obligation for the payment of the money, and the sureties were sued with the principal, would be excused from giving bail on an appeal or writ of error, as the act requires. And how does such a case differ from the one before us, where a mortgage has been given on personal property.

If the Receiver has given security in forty thousand dollars, faithfully to pay over the money in his hands, and if those persons who employ the slaves have given bond in eighty thousand dollars, for the safe keeping and delivery of them, and the sureties are good, the appellant can have no difficulty in giving the security on his appeal, to the amount of the decree in the District Court. It is true the property is taken out of his possession and control, but it is in possession of persons who gave bonds for its safe keeping and delivery when required; a part of it in payment of the decree. This condition of the property, if the transaction be *bona fide*, and it must be presumed to be fair, as the arrangement was made under the order of the Court, the responsibility on the appeal bond can be little more than nominal. The state of the property affords more safety on the appeal bond than if the property and money were in possession of the appellants, and under their control; a double mortgage is on the property, that it shall be faithfully applied to the payment of the decree.

The appeal is for the benefit of the appellant. A decree in the District Court has been entered against him, and there is, in the custody of the law, a sufficient amount of money and property to pay the amount decreed.

An appeal suspends the payment some one or two years, and as this is done for the benefit of the appellants, and at their instance, it is not equitable that the risk should be provided for by them. The law has so decided, by requiring security to be given, to the amount of the decree, without reference to the nature of the suit. The provision of the act, as construed by this Court, is not a matter over which the Court can exercise a discretion. The language is mandatory, and must be complied with. We can know nothing of the responsibility of the Receiver, or of the hirers of the slaves, nor is it proper that we should inquire into their circumstances, and the re-

sponsibility of the sureties, with the view of substituting them for the security on the appeal, which the law requires.

For the reasons stated, the Court cannot dismiss the appeal, nor award a *procedendo*. A more appropriate remedy would seem to be, a rule on the District Judge, to show cause why a mandamus should not be issued; but this can be done only on motion.

And afterwards, to wit: on the twelfth day of July of the same year, at Chambers, the following order was passed:—

Order.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife. } No. 28.

By agreement of the counsel for complainants and defendants, a verbal application for the execution rendered in this cause, similar to the petition of The Union Bank of Louisiana, filed in this cause, in which that Bank is complainant, on the 3d day of July, 1854, was made, to wit: on this the 12th day of the said month of July, at Chambers, and the parties in this cause being represented by their counsel, the said application, with the accompanying papers, came on for hearing at the same time with the said petition, and it was admitted by the counsel for the defendants, that the Clerk and Marshal of this Court would not carry the decree before rendered in this cause into execution, without my further order, allowance or fiat, and the application therefor made by the counsel for the complainant, was fully argued. And because I am of opinion that it is proper to suspend any action therein, until a further opinion of the Supreme Court be had, on the return of the rule to show cause why a mandamus should not issue from that Court to me, it is now hereby ordered that the application made by the counsel for the complainant be refused.

JOHN C. WATROUS.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

It is agreed that the annexed paper contains a correct copy of the opinion delivered by Mr. Justice McLean, in pronouncing the decision of the Supreme Court of the United States, on the motion referred to therein, and that the same was presented and read to the Honorable J. C. Watrous, Judge of the District Court, in which the above entitled causes were pending, on the hearing of the application of the